

**REQUEST FOR PROPOSALS (RFP) FOR
MANAGEMENT AND OPERATION OF PUBLIC PARKING AND GROUND
TRANSPORTATION FACILITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

Specification No. 1157052

Required for use by:

**CITY OF CHICAGO
(Chicago Department of Aviation)**



This RFP distributed by:

**CITY OF CHICAGO
(Department of Procurement Services)**

All Statements of Qualification and other communications must be addressed and returned to:

Shannon E. Andrews, Chief Procurement Officer
Attention: Thomas Magno,
Senior Procurement Specialist
Department of Procurement Services
Bid and Bond Room - Room 103 City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Fax: 312-744-5611

**A Pre-Submittal Conference will be held on
April 22, 2020 at 10:00 a.m. Central Time at the O'Hare International Airport,
Aviation Administration Building, Conference Room 1
located at 10510 W. Zemke Road, Chicago IL 60666**

ALL RESPONSES MUST BE RECEIVED BY 4:00PM CST ON DATE MAY 21, 2020

**LORI E. LIGHTFOOT
MAYOR**

**SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER**

SUBMITTAL CHECKLIST

Request for Proposal (RFP) for Management and Operation of Public Parking and Ground Transportation Facilities at Chicago O'Hare International Airport

Specification No.1157052

Volume I - Required Content

- ☐ Cover Letter
- ☐ Executive Summary
- ☐ Respondent's Legal Entity Contracting Information
 - ☐ Joint Venture Agreement including Schedule B and Disclosures as appropriate
 - ☐ LLC Operating Agreement and Disclosures as appropriate
 - ☐ Licensing information
- ☐ Project Understanding and Approach
 - ☐ Narrative
 - ☐ Team Organization Chart
- ☐ Respondent's Professional Qualifications and Specialized Experience
 - ☐ Narrative
 - ☐ Project Reference Forms – Exhibit 7
- ☐ Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project
 - ☐ Narrative
 - ☐ Staff Organization Chart
 - ☐ Key Personnel Resumes
- ☐ MBE/WBE Participation Plan and Commitment - SUMMARY
 - ☐ Schedule C-1
 - ☐ Schedule D-1
 - ☐ Schedule B and JV agreement if appropriate
- ☐ Schedule of Compensation (Cost Proposal) – Exhibit 2

Volume II - Required Content

- ☐ Conflict of Interests
- ☐ Respondent's Corporate History
Legal Actions
- ☐ Financial Statements
- ☐ Economic Disclosure Statement and Affidavit
- ☐ Insurance

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Exhibit 2	Schedule of Compensation (Cost Proposal is required with the Response) 1. Schedule A
Exhibit 3	Professional Services Agreement (PSA) Special Conditions for Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment, including: 1. Attachment A: Assist Agencies 2. Attachment B: Sample Letter to Assist Agencies 3. Schedule B: Affidavit of Joint Venture (MBE/WBE) 4. Schedule C-1: MBE/WBE Letter of Intent to Perform as Subcontractor, Supplier, and/or Consultant 5. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan 6. MBE/WBE Utilization Report
Exhibit 4	Online Economic Disclosure Statement and Affidavit Certification of Filing
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Project Reference Form

**REQUEST FOR PROPOSAL (RFP) FOR
MANAGEMENT AND OPERATION OF PUBLIC PARKING AND GROUND TRANSPORTATION
FACILITIES AT O'HARE INTERNATIONAL AIRPORT
Specification No. 1157052**

1. GENERAL INFORMATION

The City of Chicago ("**City**"), acting through its Chicago Department of Aviation ("**Department**"), invites the submission of Qualifications and a Cost Proposal ("**Proposal**") for Request for Proposal (RFP) for Management and Operation of Public parking and Ground Transportation Facilities ("**Services**") to provide the Department with the Services set forth on the attached Exhibit 1 for O'Hare International Airport. The intent of this Request for Proposals ("**RFP**") is to select a most qualified Respondent proposing to provide the Services under the terms that the Department deems to be the most advantageous to the City.

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

A. Background

The City of Chicago, through its Chicago Department of Aviation (CDA), is strongly committed to its Parking Management and Ground Transportation Facilities for Chicago O'Hare International Airport (O'Hare).

This document outlines the services needed by the CDA to manage all aspects of the Management and Operation of Public Parking and Ground Transportation Facilities for O'Hare International Airport.

B. Scope of Service

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

C. Term of Services

The City intends to award one (1) Contract pursuant to this Request for Proposals for Management and Operation of Public Parking and Ground Transportation Facilities solicitation for a base contract period of sixty (60) months. This term includes a one (1) year time extension.

D. Communications; Pre-Submittal Conference; and Document Availability

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("**DPS**") regarding this RFP. All questions or requests for clarification must be submitted to the following e-mail address: bidquestions@cityofchicago.org. The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFP, is "Not a Proposal", and must refer to MANAGEMENT AND OPERATION OF PUBLIC PARKING AND GROUND TRANSPORTATION FACILITIES for O'Hare International Airport, Specification 1157052. No telephone calls will be accepted.

All questions and requests for clarification must be submitted no later than 4:00 p.m. Central Time on April 29, 2020 or no response will be provided except at the discretion of the City. A respondent that deviates from any of these requirements is subject to immediate disqualification from the RFP process.

2. Pre-Submittal Conference / Site Visit

The City will hold a pre-submittal conference at the O'Hare International Airport –

Aviation Administration Building, Conference Room 1, located at 10510 W. Zemke Road Chicago, Illinois, 60666 on April 22, 2020 at 10:00 a.m., Central Time. Attendance is not mandatory but is strongly encouraged. The City will address questions regarding the RFP at the pre-submittal conference, and may respond both to questions or requests for clarification raised on the day of the conference, and to questions submitted prior to the conference date. However, 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.

3. RFP Document Availability, Information Resources

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

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

In the alternative, Respondents may download the RFP from the URL address:
<http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2015/Spec1157052.pdf>

All Respondents who choose to download the RFP are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid & Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 1157052 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773 to register Respondent's company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFP. Respondents are responsible for obtaining all RFP materials.

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

E. Deadline and Procedures for Submitting Proposals

1. Proposals must be received by the Bid & Bond Room no later than 4:00 p.m. Central Time on May 21, 2020.
2. The City may not accept Proposals that are not received by the date and time set forth in Section I.E.1 above. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept or reject a Proposal received after the due date and time.

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

3. The Proposals must be delivered to the following address:

Shannon E. Andrews, Chief Procurement Officer
Department of Procurement Services
Bid & Bond Room Room 103
City Hall 121 N. LaSalle St Chicago, Illinois 60602
Attention: Tom Magno, Senior Procurement Specialist

Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies of the Proposal on USB Flash Drive in PDF format on fifteen (15) separate USB Flash Drives. **Additionally, provide a USB Flash Drive with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website.** The original Proposal must be clearly marked as "ORIGINAL" and on all documents requiring a signature must bear the original signature of Respondent's authorized signatory. All documents and USB Flash Drives must be clearly marked with the title of the RFP and the name of the Respondent. Respondent must enclose all documents in sealed envelopes or boxes.

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

Proposal Enclosed
Request for Proposals for Management and Operation of Public Parking and Ground Transportation Facilities for Chicago O'Hare International Airport
Specification No. 1157052
Due: 4:00 p.m. Central Time, May 21, 2020
Submitted by: _____
(Name of Respondent) Package____of _____

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

F. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	<u>March</u> 18, 2020
Pre-Submittal Conference	<u>April</u> 22, 2020
RFP Questions and Clarifications Due	<u>April</u> 29, 2020
Proposals Due	<u>May</u> 21 2020

G. Conflicts of Interests

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

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

Conflict of Interest: The Evaluation Committee ("EC") will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts)

of interest which might compromise Respondent's ability to successfully perform the proposed Services or undermine the integrity of the competitive-procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing this RFP or any other services related to this RFP, such Respondent may be disqualified from further consideration.

H. Title VI Solicitation Notice

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

II. REQUIRED INFORMATION

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

A. Format

Proposals responding to this RFP should be prepared using a font no smaller than 10 point on 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 Proposal, reports, and all other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as no materials will be returned.

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

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

B. Volume I - Required Content

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

The Proposal must include the following information:

1. Cover Letter – limit of one page

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

2. Executive Summary – limit of three pages

Respondent must provide an executive summary, which addresses the following information:

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;

- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- E. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise ("**MBE**") and Women Business Enterprise ("**WBE**") Commitment, attached to this RFP as Exhibit 3; and
- F. Respondent must identify any exceptions or objections it has to the City's sample Professional Services Agreement ("**PSA**"), a copy of which is attached hereto as Exhibit 6. The City may from time to time revise the PSA. The City will not accept or entertain any exceptions or objections to the PSA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSA

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

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

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

- a. Schedule B as shown in Exhibit 3, if Respondent's joint venture team includes a City-certified MBE/WBE firm(s), as applicable; and
- b. Separate Economic Disclosure Statement and Affidavits ("**EDS**") for each joint venture partner, a copy of which is attached hereto as Exhibit 4.

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS as shown in Exhibit 4.

Note that the EDS forms should be placed in Volume II of the Proposal.

4. Project Understanding and Approach – limit of ten pages plus a Team Organizational chart

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

Any subcontractors who will be performing Services on this Project, including their designation as MBE/WBE/BEPD, should be listed along with discussion of their roles and responsibilities.

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

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

Respondent must also provide the information on the Project Reference Form included as Exhibit 7 in this RFP. One Project Reference Form is required for each referenced project. Exhibit 7 may be modified for presentation purposes, but must include all requested information; there is no page limit for individual projects; however, the maximum total for all projects is ten pages and no more than one project may be included on any Project Reference Form.

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

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

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

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

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

7. MBE/WBE Participation Plan and Commitment – limit of three pages

Respondent must describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The current MBE participation goal is 30.0% of the total contract value, and the current WBE participation goal is 5.0% of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level.

8. Cost Proposal – limit of seven pages

Respondent must submit a Cost Proposal based on Annual Budget. The City is requesting detailed information regarding the cost plus fixed fee methodology for the Services required. In Exhibit 2, provide details of the cost plus fixed fee methodology in the Schedule of Compensation. Respondent is responsible for disclosing any charges or fees over and above the cost plus fixed fee methodology listed in Schedule of

Compensation that the City would incur before, during, and after the transition of services.

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

C. Volume II - Required Content

1. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing 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 the Respondent is authorized by the Secretary of State to do business in the State of Illinois. 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; Respondents 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. Provide copies with the Proposal submission.

2. Conflict of Interests

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

3. Respondent's Corporate History

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

4. Legal Actions

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

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

5. **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 USB drive instead of multiple hardcopies if the content is 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 submission. The city reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

7. **MBE/WBE Documentation**

Respondents must provide an original, fully executed Schedule D-1 indicating the MBE/WBE entities a Respondent proposes to include as part of its Proposal. The Schedule D-1 must indicate the participation percentage proposed for each MBE/WBE entity. The total dollar amount for each entity should be shown as Depends Upon Requirements ("**DUR**").

Respondents must also provide original, fully executed Schedules C-1 for each MBE/WBE entity listed on the Schedule D-1. Each Schedule C-1 must include a copy of the *current certification letter* issued by DPS. **Each MBE/WBE entity must be certified by the City at time of Proposal submission.**

Respondents must comply with the Special Conditions Regarding Minority Business Enterprises and Women Business Enterprises Commitment attached as Exhibit 3. Failure to comply with this requirement may result in disqualification from this RFP process.

If the Respondent is joint venturing with an MBE/WBE firm then the Respondent must submit a fully executed Schedule B and a copy of the joint-venture agreement.

8. **Insurance**

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

venture or limited liability company.

III. EVALUATION OF PROPOSALS

A. Evaluation Committee and Short-listing Process

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

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

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

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

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

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Project Manager and Key Personnel. The proposed Project Manager and Key Personnel must be prepared to address the subjects and requirements for the Management and Operation of Public Parking and Ground Transportation Facilities.

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

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

and reasonable compensation for the Services or any other terms or conditions, the City may terminate negotiations with such selected Respondent(s), and may commence negotiations with any of the other Respondent(s) until such time as the City has negotiated a Contract meeting its needs.

B. Evaluation Criteria

The City will review each Respondent's Proposal using the following criteria (with the corresponding weights; for those categories marked as "pass or fail", the City reserves the right to reject a Respondent's proposals based on its evaluation that a Respondent is unable to meet one or more of the criteria stated):

1. Ability to meet the service requirements described in Exhibit 1, Scope of Services;
(20 percent)
2. Technical and professional Competence as Evidenced by:
 - a. Each Respondent's overview, project understanding and approach, plan for implementing, management techniques and resources required to provide the Services.
 - b. Each Respondent's demonstrated professional qualifications, capabilities, specialized experience, knowledge, organizational management and relevant skills to provide services for the Management and Operation of Public Parking and Ground Transportation Facilities, in an expedited, streamlined environment (and/or US airports preferred).
 - c. Each Respondent's key personnel, their availability, professional qualifications, and specialized experience.
(30 percent)
3. Each Respondent's systems, management techniques, required expertise and resources designed to facilitate effective decision-making, and stakeholder coordination and control; Preference will be given to firms with significant experience and knowledge of all components of the Services required per Exhibit 1, Scope of Services of this RFP;
(20 percent)
4. The EC will consider each Respondent's detailed cost proposal as indicated in Exhibit 2. Respondent's cost proposal is important, however, it is not the sole factor in the evaluation process. Each Respondent's qualifications, professional competence, resources and cost proposal will be evaluated to determine a best value Proposal to the City. The City reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that the City may award the Agreement by taking into account a combination of evaluation criteria to determine which Proposal offers the best overall value to the City.
(10 percent)
5. Completeness and comprehensiveness of each Respondent's Response to this RFP, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications;
(Pass or Fail)
6. Legal actions that might affect each Respondent's ability to perform as contracted;
(Pass or Fail)
7. Financial capacity to deliver the required Services;
(Pass or Fail)
8. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede

the ability of the Respondent to protect the interests of the City;
(Pass or Fail)

9. Each Respondent's demonstrated ability to meet the compliance with Insurance requirements identified in Exhibit 5;
(Pass or Fail)

10. Each Respondent's willingness to take no exceptions to the PSA attached to this RFP as Exhibit 6; and
(Pass or Fail)

11. Outcome of oral interviews including technical analysis and presentation by the Respondent. (if requested by the City).
(20 percent)

IV. CONFIDENTIALITY; PUBLIC INFORMATION

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

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

To designate portions of the Proposal as confidential, Respondent must:

- A. Mark the cover page as follows: "This Proposal 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 RFP."
- C. **Provide a USB Flash Drive with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website.** Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB Flash Drive with a redacted copy may result in the posting of an un-redacted copy.
- D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).
- E. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.
- F. **All information submitted to the City in response to this RFP is 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. ADDITIONAL DETAILS OF THE RFP PROCESS

1. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent

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

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

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

2. *City's Rights to Reject Proposal*

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

3. *No Liability for Costs*

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

EXHIBIT 1: SCOPE OF SERVICES

MANAGEMENT AND OPERATION OF PUBLIC PARKING AND GROUND TRANSPORTATION FACILITIES AT O'HARE INTERNATIONAL AIRPORT

I. *General Scope of Services.*

The City of Chicago and Chicago Department of Aviation ("Department") invites submissions of proposals from experienced firms for the Management and Operation of Public Parking and Ground Transportation Facilities at Chicago O'Hare International Airport. The Contractor shall provide all labor, materials, equipment, vehicles, and any other services necessary to manage and operate the public parking and ground transportation facilities at Chicago O'Hare International Airport in accordance with the terms and conditions of this specification. The selected Contractor will provide services of the highest and best quality that is competitively priced to effectively and efficiently operate and maintain approximately 22,594 revenue parking spaces and all related facilities.

The Contractor will manage and operate the following:

- Parking Lot A - Elevated Parking Structure ("EPS") with related Elevator Centers
 - 9,302 spaces
 - Valet services on 1st Floor
- Parking Lot B – Surface Lot
 - 1,663 spaces
- Parking Lot C – Surface Lot
 - 1,164 spaces
- Parking Lot D International Terminal 5 (Surface Lot)
 - 946 spaces
- Economy Parking Lot E
 - 3,104 spaces
- Economy Lot F
 - 2,624 spaces
- Economy Lot G
 - 2,692 spaces
- Economy Lot H
 - 1,099 spaces
- Multi Modal Facility
 - See Attachment J

The Contractor will also be responsible for management services for any future parking lot improvements or structure modifications that may be developed during the term of the Contract. The Contractor will also be responsible for the management services required to operate the ground transportation facilities as described and referenced in Section XIII Ground Transportation Services ("Parking Facilities"). This includes 18 entry and 28 exit lanes and the associated equipment, computerized revenue control system, and all collection, reporting and security systems, and inter-lot busing services between the Economy Parking Lots. See subsequent sections of this document for details of the facilities and services needed. Contractor will be required to provide detailed invoices showing Contractor's reimbursable costs and fees attributable to each facility.

During the last five years the Department has improved and/or expanded the Parking Facilities with a new five-level Multi Modal Facility ("MMF") at the existing Lot F. (Please see Attachment J – Multi Modal Facility for a detailed description of the services required at the MMF).

The Contractor must comply with all applicable statutes, laws, ordinances, rules, regulations,

required licenses and permits to operate the Public Parking and Ground Transportation Facilities on a 24-hour, 7 days-a-week, 365 days per year (full time) basis with sufficient key personnel and resources to assure an effective, efficient, courteous, secure, cost effective and convenient operation.

The following Attachments to this Exhibit 1 containing further detail with respect to the services are incorporated herein by reference:

Attachment A - Parking Facilities;
Attachment B - Public Parking Facility Maps;
Attachment C - Functional Outline for Revenue Control System;
Attachment D - Technical Specifications for the Parking Access Revenue Control System ("PARCS");
Attachment E - Vehicle Booting Services;
Attachment F - Ground Transportation Monitor Duties;
Attachment G - General Maintenance Cleaning – Quality Standards;
Attachment H - Sample Maintenance Schedule;
Attachment I – Armored Car Services;
Attachment J – Multi Modal Facility (MMF) – Lot F;
Attachment K - Window Washing of Curtain Wall and Skylights;
Attachment L - Elevator/Escalator/Electric Sliding Doors Maintenance

These services are required for the Parking Management, supporting operations, Valet Parking Services, Customer Service, Security Service, Custodial Service, Snow Removal Service, Facility Maintenance, Revenue Control Maintenance and Report Generation to reflect the current service levels acceptable to parking customers and the Department. Services listed in Attachment J and L are specific to the new MMF, which opened in late-October 2018.

The Contractor must provide uniforms for all Parking Management and supporting operations staff, including but not limited to; valet, customer service, security, custodial, maintenance and revenue control/reporting staff, which shall be worn whenever such staff members are performing the services on the premises. The Contractor's performance will be monitored, coordinated, tracked, prioritized and accounted for by a maintenance control authority designed by the Department.

The services in this Scope of Services include the following:

- General Management/Parking Operations
- Revenue Control
- Revenue Collection
- Management of Parking Access Revenue Control System (PARCS)
- Payment Card Industry (PCI) Compliance
- License Plate Inventory (LPI)
- Valet Parking Services
- Customer Service
- Premier Parking
- Special Services: Frequent Parker Program and Concierge Services (Baggage Drop Off), Dynamic Pricing, and Shuttle Bus Service Management
- Vehicle Booting Service Compliance
- Armored Car Services
- Ground Transportation Services
- Snow Removal
- Facility Maintenance
- Custodial Services
- Security Services
- Sustainable Practices
- Transferred Property/Property Assessment
- Safety and Loss Control Service

The proposals must demonstrate that the Contractor has the professional expertise and experience necessary to manage a project of a similar scope to this RFP. The proposal should show the Contractor's experience in management and the possession of any other qualities necessary to successfully manage a project of this magnitude.

II. Detailed Scope of Services.

The Contractor will develop, update and maintain programs, and rules and procedures for the management and operation of the Parking Facilities, recommended for Department approval. The recommended procedures, rules and programs must be provided in a format as designated by the Department. These services include, at a minimum, onsite management and support staff and over-sight of those positions responsible for revenue collection, license plate inventory, valet parking, customer service, **special services**, premier parking, and other components of the Scope of services.

The Contractor will be provided with office space located on the first floor of the EPS, near elevator center 3 and with non-revenue parking spaces for employee parking under the bridge leading to level 1 of the main parking garage. Additional office space has been provided in the MMF to efficiently manage the parking facility.

A. General Management / Support Staff. Contractor will manage parking operations and the administration of personnel services staff at least five (5) days per week Monday through Friday for a total of approximately 400 hours (10 full time employees) at Chicago O'Hare International Airport, including but not limited to the following:

- 1.) Provide all services and equipment necessary for management and operation of the Parking and Ground Transportation Facilities.
- 2.) Prepare an annual operating budget, subject to Department's approval.
- 3.) Provide and maintain floor-reminder system, including signage, on all levels of the EPS and later at the MMF.
- 4.) Provide uniforms for all Parking Management and supporting operations staff, including but not limited to; parking attendants, cashiers, valet, customer service, security, custodial, maintenance and revenue control/reporting staff, which shall be worn whenever such staff members are performing Parking Operations services on the premises.
- 5.) Provide Department compatible mobile communication systems for parking personnel.
- 6.) Provide all necessary telephone service lines and equipment necessary for signage and daily data transfer.
- 7.) Provide parking ticket stock and other related materials and supplies for parking and cash operation and management of the Parking Facilities.
- 8.) Participate in planning for future expansion/ or reduction modifications to existing facilities and provide necessary management operation.
- 9.) Provide and maintain all vehicles necessary to operate and manage all aspects of the Parking Facilities as detailed in the scope of services. Inclusion of alternatively-fueled vehicles (i.e., electric, compressed natural gas) is detailed in Section X. Sustainable Practices, B. Use of Alternatively Fueled Vehicles.
- 10.) Relocate existing and/or provide new cashier booths as necessary to enhance existing efficiency and traffic flow.
- 11.) Provide the management and support services set forth in Attachment C, "Functional Outline for Revenue Control System."
- 12.) Provide the Department with an annual plan for enhancing customer service
- 13.) Meet with the Commissioner or designee on a monthly basis to review budget status, operations, scheduled events, etc.

B. Operational Managers: Operational Managers shall manage parking operations and the administration of personnel services at least 5 days per week Monday through Friday for a total of approximately 200 hours a week, including but not limited to the following:

- 1.) The Operational Manager will work under the guidance of the General Manager, and will be dedicated to the Contract and shift, and will be based at the Airport.
- 2.) They will be responsible to ensure that all work is completed as outlined in the Detailed Specifications of this Contract, completes required reporting, and that the quality of this work meets the standards established by the CDA.
- 3.) Schedule employees to ensure proper coverage.
- 4.) Provide positive leadership.
- 5.) Direct and train staff to accomplish daily tasks.
- 6.) Respond to on-site customer and telephone customer complaints in a timely manner as directed by CDA.

- 7.) Comply with all safety regulations to ensure a safe workplace.
- 8.) Complete accident-incident reports and property damage to ensure all paperwork is filled out correctly and in a timely manner.
- 9.) Inform the General Manager and CDA of unusual incidents and make recommendations for improvements.
- 10.) Handle special projects assigned by the General Manager and the CDA.
- 11.) The Operational Manager must be available 365 days per year / 24 hours per day / 7 days per week to respond to any problems that may arise at a work site.

III. Detailed Scope of Services Revenue Collection

The Contractor will be responsible for revenue collection at the Parking Facilities twenty-four (24) hours seven (7) days a week with 3 shifts totaling 1,778 hours. The Contractor must collect all parking fees and charges and maintain bookkeeping and accounting records (including daily activity reports) in accordance with generally accepted accounting principles and practices as directed by the Department. Revenue collection staff consists of the following titles and approximate hours a week by shift:

- A. Cashiers:
Shift 1 (currently 6:00am - 2:00pm) approximately 428 hours a week
Shift 2 (currently 2:00pm - 10:00pm) approximately 686 hours a week
Shift 3 (currently 10:00pm - 6:00am) approximately 664 hours a week
- B. Cashier Supervisors: All 3 shifts for a total of 260 hours a week.
- C. Parking Attendants: Staffing for a total of 400 hours a week.
- D. Auditing: Staffing for a total of 280 hours a week.
- E. License Plate Inventory ("LPI"): Staffing for a total of 520 hours a week.

LPI Staff shall maintain an existing license plate inventory system for documenting license plate numbers of vehicles entering the Parking Facilities and interfacing that data with the Revenue Control System. If the fully automated License Plate Recognition ("LPR") system is not functioning, an inventory of license plates is manually taken during the hours of 11:00p.m. and 6:00 a.m. with data entered into the Revenue Control System ("RCS") by 6:00 a.m. the same day the vehicles entered the Parking Facilities. The LPI system is a City of Chicago Department file that is proprietary to the City and is contingent upon interaction of the RCS. The LPI system also assists the Chicago Department of Revenue with booting services.

IV. Valet Parking Services

Valet parking services are provided at the Chicago O'Hare International Airport and are located on Level One of the EPS building near Elevator Centers Two (United Airlines) and Five (American Airlines). Weekly staffing for the following titles:

- A. Valet Attendants: Staffing for approximately 700 hours for 3 shifts
- B. Valet Cashier: Staffing for approximately 360 hours for 3 shifts
- C. Valet Management: Staffing for approximately 120 hours for 3 shifts

V. Customer Service

The Contractor will provide the Customer Service that sends/receives approximately 4,500 letters annually. The Contractor will maintain a full and complete record of all complaints, incidents and resolutions and submit a monthly summary of all such actions to the Department. All complaints and incidents shall be addressed within 72 hours of being submitted to the Contractor. The customer service requirements are to cover twenty-four (24) hours a day, seven (7) days a week, with three shifts for a total of over approximately 720 hours including full-time emergency services free of charge to the public in the Parking Facilities. Such services include, free of charge to the public, but are not limited to, the following:

- A. Tire inflation and change
- B. Jump starting vehicles

- C. Lock-out assistance
- D. Vehicle search/location assistance
- E. Customer escort service

Customer Service Staff:

- A. Customer Service Vehicle Operators (three shifts)
- B. Customer Service Dispatcher (three shifts)
- C. Customer Service Supervisors (three shifts)

VI. Snow Removal

The Contractor will be required to develop and submit to the CDA for approval, a snow removal plan for the Parking Facilities. The Contractor must coordinate with the CDA's "Snow Removal Contractor" as necessary to facilitate snow removal operations from the Parking Facilities. Currently, the CDA provides salting and plowing of less than 4 inches of snow and an independent Snow Removal Contractor provides the service and removes snow of accumulations when over 4 inches. However, the Contractor must provide snow removal from all pedestrian walkways, accessible parking spaces, bus shelter areas, as necessary, that are located throughout the Parking Facilities and level 6 of the EPS. The Contractor will be responsible for the management of the Snow Removal Contractor's efforts in the Parking Facilities.

VII. Facility Maintenance

The Contractor will provide routine maintenance and repair of the following areas of all of the Parking Facilities:

- A. Concrete roadway, flooring and curbing, and related asphalt
- B. All drainage and plumbing systems.
- C. All heating, air conditioning and exhaust systems.
- D. Painting of areas as necessary including striping of parking spaces or column/aisle markings as directed by the Department.
- E. Static Signage - Interior/Exterior:
 - 1. Install and maintain parking-related signage as directed by the Department, both within all Parking Facilities and on designated public areas and roadways.
 - 2. Maintain existing and future signage (both painted and stand-alone) installed within all Parking Facilities.
 - 3. Maintain floor reminder system at each level of the elevator centers.
 - 4. Maintain column and aisle markings system at each level of the EPS.
- F. Sustainable Airport Manual (SAM)

In order to minimize the environmental impact of maintenance equipment and associated maintenance activities, the Contractor and Contractor's subcontractors must follow the requirements of the CDA's current version of the Sustainable Airport Manual (SAM - <http://www.flychicago.com/community/environment/sam/Pages/default.aspx>) and CDA's Best Management Practices (BMP) Manual. See Section X, Sustainable Practices.

VIII. Custodial Services

- A. **Custodial Duties** – The Contractor will be responsible for custodial services of the Parking Facilities that require staffing for approximately 730 weekly hours (not inclusive of the overtime requests) – including but not limited to the following:
 - 1. Regular cleaning of interior and exterior of the cashier booths, Contractor's administrative offices, elevators and elevator centers (including stairwells), shuttle bus shelters, ground level of the Lot E ATS Station and at any future parking lot improvements or structures. See Attachment H, Sample Maintenance Schedule.

2. Cleaning of all pavement areas within the EPS and ground level of Lot E ATS Station, including utilizing high pressure cleaning equipment at least once in the spring and at least once in the fall of each year.
3. Applying a concrete weather coating sealant to all areas of the EPS immediately after the spring-cleaning.
4. Parking structure custodial services, including, regularly sweeping, emptying of trash receptacles and pick-up of debris. All areas in and around the Parking Facilities are to be kept clean and free of debris.
5. Retaining the services of a qualified subcontractor to handle all refuse, recyclables, organics, and other trash created in the performance of its Services and to dispose of the same. All such handling and disposal must be done in a sanitary and environmentally safe manner and in accordance with all applicable laws, ordinances, rules, and regulations, as well as any programs established from time to time by the Commissioner.
6. Retaining the services of a qualified subcontractor to collect and dispose of all refuse, recyclables, and organics in public areas.
7. Weekly sweeping / scrubbing of EPS decks.
8. Providing adequate supplies, tools and materials to perform the above mentioned custodial services to the satisfaction of the Department.
9. For all products used in the conduct of custodial services, please refer to SAM ("Sustainable Airport Manual") Appendix AP-A – Green Product Listing (<http://www.flychicago.com/community/environment/sam/Pages/default.aspx>)

B. Custodial Management Duties – The Contractor will be responsible for staffing for approximately 40 hours for services including but not limited to the following:

1. Create all schedules and resolving any scheduling and staffing issues, authorizing overtime, reallocating manpower as necessary according to the needs of the facility and the patterns of patron flow.
2. Regular touring and inspecting the facility, conferring with the custodial supervisors on issues of performance, cleaning schedules and performing duties described in this Section.
3. Interacts with the parking operator management to ensure cleaning and maintenance standards are consistently met and that the client is satisfied with performance.
4. Recruiting and supervising snow removal workers and monitoring the clearing of sidewalks, bus shelters, the ATS and other areas within the Parking Facility during snow season.
5. Regular cleaning of interior and exterior of the cashier booths, Contractor's administrative offices, elevators and elevator centers (including stairwells), shuttle bus shelters, ground level of the Lot E ATS Station and at any future parking lot improvements or structures. See Attachment H, Sample Maintenance Schedule.

C. Custodial Supervisor Duties – The Contractor will be responsible for staffing for approximately 100 hours a week for three (3) shifts for services including but not limited to the following:

1. Ordering, receiving and monitoring the use of all supplies and cleaning products.
2. Adjusting scheduling and staffing on shift by shift basis to ensure all scheduled work is performed.
3. Resolving any disputes or issues that may occur on the shift.
4. Monitoring the work product at all times throughout the shift.
5. Ensuring completion of additional tasks/projects as requested by client.
6. Enforcing standards of custodial personnel with regard to appearance, attitude, punctuality, performance.

IX. Security Services

The Contractor will provide full-time security services to the Parking Facilities with uniformed security personnel. Security Services shall use and maintain the existing security equipment in order to perform the security functions, including any additional cameras, emergency call boxes, radios, etc.

Security Services include motorized and canine units in all Parking Facilities for a staffing total of over 1,850 hours on-site to patrol twenty-four (24) hours a day, seven (7) days a week, on all three

shifts.

The Contractor security services responsibilities for the EPS building includes the following:

1. At the Discretion of the Department, a fixed camera monitor for each floor of each of the 6 elevator center vestibules may be operational. The cameras may be connected to the two (2) monitoring stations located in the Parking Division Office Complex on the first floor of the EPS, near elevator 3, where it's viewed by Parking Division personnel.
2. Every parking floor may be equipped with six (6) pan and tilt cameras to monitor the parking areas. Cameras are also positioned to overlook the adjacent Outside East and Outside West lots. The cameras connect to the 2 monitoring stations located in the Parking Division Office Complex and are viewed by Parking Division personnel.
3. Each elevator is equipped with a 2-way emergency intercom system. The intercom system connects to the Camera Monitoring Station located in the Parking Division Office Complex and is monitored by Parking Division personnel as well as Department of Aviation personnel in the H & R Facility.
4. There are approximately 42 Customer Assistance Intercoms located throughout the EPS, Parking Lots "B" and "C" parking areas. The intercoms connect to the Camera Monitoring Station located at the Parking Division Office Complex and are monitored by a Parking Attendant.
5. The Parking Contractor will provide an Outside Security Firm to establish Security/Escort service within the EPS and Parking Lots "B" and "C" parking areas. Six (6) security officers utilize six (6) vehicles to drive throughout the areas during a respective shift; a supervisor and dispatcher are also on duty during each shift.
6. Implementing security upgrades during holiday and peak traffic periods at the discretion of the Department.
7. The Contractor adds additional security officers when it appears there may be a problem, which usually adds up to ten (10) days of work hours equaling approximately 80 hours.
8. The Contractor is required to have six (6) security officers with vehicles as well as a security supervisor and dispatcher for each shift to cover the EPS and parking lots B & C only.

x. Sustainable Practices

A. Sustainable Airport Manual. The Chicago Department of Aviation is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual© (SAM) is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants. The purpose of the SAM is to integrate airport-specific sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, Contractor must consider the SAM in every aspect of its projects and daily activities. The SAM is available at <http://www.flychicago.com/community/environment/sam/Pages/default.aspx>

For the purposes of this contract, the Contractor should follow the guidance in the Concessions & Tenants (CT) Chapter of the SAM. Note that the Chapter is divided into Design & Construction (CT-DC) and Operations & Maintenance (CT-OM). The relevant sustainability requirements will be found primarily, though not exclusively, in the CT-OM section of the SAM.

B. Use of Alternative-Fuel Vehicles. Contractor must provide and maintain all vehicles necessary to operate and manage all aspects of the Parking Facilities as detailed herein ("Vehicle(s)"). All Contractor support vehicles must operate on alternative fuels as specified below. The Department requires that any new vehicle purchased for performance of the services under this contract to operate on alternate fuels. These vehicles are anticipated to include passenger vehicles, small and large SUVs and pickup trucks, repair vehicles, and specialty vehicles as applicable.

1. **Qualified Vehicles.** The Department recommends that all Vehicles be new (i.e. model year 2011 or newer) and requires all Vehicles to have engines manufactured to comply with US EPA 2011 on-highway emissions regulations. Contractor is required to have at least one electric Vehicle dedicated to the performance of the services specified herein throughout the duration of its contract with the City.

2. **Alternative Fuel.** Each vehicle used in the performance of the services described herein must

be capable of being fueled with an alternative fuel ¹ defined based on the options listed below:

- Electric
 - Hybrid-Electric (gasoline or diesel/electric) Note: the diesel component must be 20% biodiesel as noted below)
 - Biodiesel - Mixtures containing 20% (or greater) biodiesel meeting ASTM D 6751 (See Specification #3Fuel Types below)
 - Natural gas (CNG - compressed or liquefied)
 - Liquefied petroleum gas (propane)
3. **Fuel Types.** Diesel fuel used in conjunction with low-emission, hybrid, bi-fuel, and dual-fuel engines is limited to ultra-low sulfur diesel (ULSD) fuel and the alternative fuels listed above. As defined by the U.S. EPA, ULSD fuel has a maximum sulfur content of 15 parts per million (ppm). The diesel component must be a biodiesel blend of not less than 20% biodiesel meeting ASTM D 6751² (with 80% petroleum ULSD diesel) regardless of season/climate. Common biodiesel feedstocks are typically based on new and used vegetable oils, such as soy, mustard, canola, safflower, rapeseed, and/or palm oils; the biodiesel must not be derived from animal-based feedstocks. The biodiesel fuel price must be taken from an index that bases the price off a soy methyl ester (SME) feedstock.
4. **Infrastructure.** Contractor must provide the infrastructure and fuel necessary to operate all vehicles used to provide the services described in this Scope of Services. For example, use of electric vehicles requires installation of a charging station and supporting infrastructure, as well as maintenance and repair of charging stations and supporting infrastructure. Contractors must submit proposed locations of the infrastructure or strategy to obtain fuel; no fuel infrastructure, facility, or location will be provided by the City.
5. **No-Idling Policy.** Contractor must strictly enforce a no-idling policy on all drivers performing the services described herein to reduce any need for idling. Each vehicle must be outfitted with a functioning idle-shutdown timer to automatically shut down the vehicle's engine after three minutes of idling. Idle-reduction devices must allow for the elimination of unnecessary idling while providing for the comfort and safety of the driver. In addition, Contractor shall be subject to City of Chicago's Anti-Idling Law pursuant to Chicago Municipal Code Section 9-80-095.
6. **Original Equipment Manufacturer.** Contractor must provide the City with evidence that all vehicle propulsion systems are warranted by the Original Equipment Manufacturer (OEM) to operate on alternative fuels.
7. **Records/Reporting.** Contractor must:
- a. Provide an inventory of all vehicles in service, the type of fuel or technology used, and any other documentation requested by the Department to verify compliance.
 - b. Annually submit to the Department, vehicle registrations including; vehicle type, make, model, year, horsepower rating, and VIN.
 - c. Maintain logs of all fuel used and submit monthly fuel usage reports to the Department on a quarterly basis.
 - d. Maintain on-file certified laboratory results confirming the blend, quality, and quantity of the alternative fuel used; certified laboratory results must be submitted to the City on a semi-annual basis. The Department has the right to inspect vehicles and sample fuel as necessary to verify compliance with the requirements of this section.
8. **Vehicle Labeling.** Each vehicle must be clearly marked as an alternatively fueled vehicle. Such signage, markings, decals, etc. are to be approved by the Department.
9. **Fuel Efficient Driver and Vehicle Operating Training.** Contractor is encouraged to administer

¹ The Energy Policy Act of 1992, as amended by the Energy Conservation Reauthorization Act of 1998, EPLA 2005, and the Energy Independence and Security Act of 2007, (EPLA) generally defines an "alternative fuel" as a fuel that is substantially non-petroleum and yields energy security and environmental benefits. For more information about alternative vehicle fuels, consult: <http://www.afdc.energy.gov/afdc/fuels/index.html>.

² ASTM International, originally known as the American Society for Testing and Materials (ASTM), is a globally recognized leader in the development and delivery of international voluntary consensus standards. ASTM D 6751 is a widely accepted standard specification for biodiesel fuel.

eco-driving and vehicle operating training annually to its drivers, to ensure that alternatively fueled vehicles are used as intended and that driving techniques are used that reduce fuel consumption, greenhouse gas emissions, and accident rates.

- C. Sustainability Requirements.** The Chicago Department of Aviation is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual ("SAM") is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants.

The purpose of the SAM is to integrate airport-specific sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, the SAM should be considered in every aspect of a project and daily activities. The SAM is available at <http://www.flychicago.com/community/environment/sam/Pages/default.aspx>

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Contractor. The Contractor will be required to submit a SAM Checklist, specifically the Concessions & Tenants – Operations & Maintenance (CT-OM) checklist, demonstrating compliance with the sustainability requirements outlined below, the requirements of which are detailed in the Concessions & Tenants chapter of the SAM.

1. Sustainability: Administrative

For purposes of this contract, the following sustainability requirements, which can be found in the Administrative Procedures (AP) Chapter of the SAM, apply to all Contractor administrative work associated with this contract, both on- and off-site:

- a. **Green Meetings (SAM Credit AP1).** Green Meeting Practices guide meeting hosts, planners and attendees toward more eco-friendly meetings and incorporate environmental considerations into planning and conducting meetings in order to minimize the negative impact on the environment. Whenever applicable, Contractor must follow the green meeting practices outlined in SAM, or existing corporate sustainability policy, whichever is more stringent.
- b. **Document Reduction and Recycling Initiative (DRRI – SAM Credit AP2).** The DRRI is intended to reduce the volume of paper used and facilitate the recycling of documents. Contractor must implement the DRRI, which has the following main objectives in the context of the work under this specification: 1) Identify and issue only essential paper copies, 2) Provide a simple, yet effective means for recycling documents.
- c. **Recycled Content Paper (SAM Credit AP3).** Intended to reduce the need for virgin materials, energy, and waste associated with the production of paper by promoting the use of recycled content paper. Contractor is required to purchase and utilize print/copy paper that is chlorine-bleach free, AND, for all office paper purchased for routine daily business administration and operations, minimum 30% recycled content is required.
- d. **Corporate Sustainability Policy (SAM Credit AP4).** Keeping with the spirit and intent of the SAM, Contractor working in support of CDA on this project must establish and adopt its own corporate policy on sustainable practices within 60 days of contract execution. Contractor is also required to identify and maintain an "Environmental Liaison" to facilitate the dissemination of environmental information within the workplace and create a link with CDA staff for environmental issues.
- e. **Green Procurement Policy (SAM Credit AP5).** Intended to reduce the environmental impact of products and services by developing a Green Purchasing Program. Contractor and its subcontractors are required to purchase supplies, materials, equipment, and other products meeting or exceeding the minimum requirements of the Green Product Listing below, if such items are reasonably available that meet applicable OSHA, CDC, or similar public health requirements.

Green Product Listing (SAM Credit AP5, Appendix AP-A)

Product	Content Levels
Cleaning Products	
Adhesive and Mastic Removers	58% minimum bio-based content
Bathroom and Spa Cleaners	74% minimum bio-based content
Carpet and Upholstery Cleaners - General Purpose	54% minimum bio-based content
Carpet and Upholstery Cleaners - Spot Removers	7% minimum bio-based content
Dust Suppressants	85% minimum bio-based content
Floor Strippers	78% minimum bio-based content
Glass Cleaners	49% minimum bio-based content
Graffiti and Grease Removers	34% minimum bio-based content
Hand Cleaners	64% minimum bio-based content
Hand Sanitizers	73% minimum bio-based content
Household Cleaners, General Purpose	39% minimum bio-based content
Industrial Cleaners	41% minimum bio-based content
Laundry Products - General Purpose	34% minimum bio-based content
Laundry Products - Pretreatment/ Spot Removers	46% minimum bio-based content
Multipurpose cleaners	56% minimum bio-based content
Sorbents	89% minimum bio-based content
Paper and Plastic Janitorial Supplies	
Bathroom tissue	20-100% recovered fiber, including 20-60% postconsumer fiber
Facial tissue	10-100% recovered fiber, including 10-15% postconsumer fiber
General purpose industrial wipers	40-100% recovered fiber, including 40% postconsumer fiber
Paper towels	40-100% recovered fiber, including 40-60% postconsumer fiber
Plastic trash bags	10-100% postconsumer plastic
Industrial cleaners	
All	41% minimum bio-based content

2. **Sustainability: Custodial**

For purposes of this contract, the following sustainability requirements apply to all Contractor and subcontractor custodial work:

- a. **Green Cleaning: Sustainable Cleaning Equipment (SAM Credit CT 10.4.2).**
Intended to reduce the exposure of occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants, which adversely affect air quality, human health, and the environment. Contractor is required to implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:
 - i. If any new equipment is purchased by the Contractor for provision of services under this contract, and Energy Star rated equipment is available that will provide the performance required for services, Contractor must purchase the Energy Star rated equipment. This requirement does not apply to any existing equipment. Vacuum cleaners are certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.

- ii. Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.
 - iii. Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
 - iv. Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
 - v. Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.
 - vi. Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
 - vii. Contractor must maintain a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use, for review by CDA as requested.
- b. **Storage and Collection of Recyclables (SAM Credit CT 4.1).** The Contractor shall retain the services of a qualified subcontractor to handle all refuse, recyclables, organics, and other trash created in the performance of its Services and to dispose of the same. All such handling and disposal must be done in a sanitary and environmentally safe manner and in accordance with all applicable laws, ordinances, rules, and regulations, as well as any programs established from time to time by the Commissioner. The Contractor must also retain the services of a qualified subcontractor to collect and dispose of all refuse, recyclables, and organics in public areas.
- i. **Waste Reporting.** The Contractor shall report to the CDA Environment Division, a Monthly Sustainability Report, which includes the amount of weight collected for each waste stream (refuse, recyclables, and organics). See the next page for a sample report, which depicts the types of information required by the CDA for reporting purposes and includes sample data strictly used for the purposes of explanation. This report must be transmitted to CDA in an electronic spreadsheet that CDA can review with full accessibility. The Contractor must submit additional reports as needed in a form and substance as may be requested by the Commissioner.

Monthly Sustainability Report					June 2015		
Refuse							
	Customer	Location	Type and # of Container(s)	Date of Pick-up	% of bin space used (10% increments)	Contamination % (5% increments)	Tons
1	CDA	ORD - Post 7	30 yd ³ compactor (1)	6/3/2015	90%	N/A	90.23
2	CDA	ORD - Post 8	30 yd ³ compactor (1)	6/4/2015	70%	N/A	121.66
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
	Total						211.89
Recycling							
	Customer	Location	Type and # of Container(s)	# of Pick-Ups	% of bin space used (10% increments)	Contamination % (5% increments)	Tons
1	CDA	ORD - Post 7	6yd ³ containers (4)	48	80%	55%	41.23
2	CDA	ORD - Post 7	4yd ³ containers (5)	42	50%	85%	32.98
3	CDA	ORD - Post 8	30yd ³ compactor (1)	25	90%	45%	83.84
4							
5							
6							
7							
8							
	Total						158.05
Organics							
	Customer	Location	Type and # of Container(s)	# of Pick-Ups	% of bin space used (10% increments)	Contamination % (5% increments)	Tons
1	CDA	ORD - Post 7	6yd ³ container (4)	32	90%	0%	82.11
2							
3							
4							
5							
	Total						82.11

- c. **Reduction of Plastic Waste: Biodegradable Trash Bags (SAM Credit CT 13.10.3).** Intended to reduce the amount of plastic that is sold and ultimately disposed. Contractor and its subcontractors are required to use only biodegradable trash bags that, once at a landfill, break down at a faster rate than traditional trash bags.

3. **Sustainability: Staff/Training**

- a. To support and encourage the operations, maintenance, upgrade, and project team integration for implementation of sustainability requirements, at least one principal participant from the Contractor must be LEED-accredited or become LEED-accredited within 180 days of contract execution.
- b. **Tenant Environmental Liaison (SAM Credit CT 8.1).** Designate an employee to serve as the tenant's environmental liaison. Liaison will be expected to attend any CDA Green Tenant Meetings and serve as the primary point of contact during the conduct

of SAM reviews.

- c. **Implement Employee Sustainability Training Program (SAM Credit CT 8.2).** In keeping with the spirit and intent of the SAM, Contractor must establish, adopt and implement their own employee sustainability training program within 60 days of contract execution

4. **Sustainability: CDA & Tenant Assistance**

At the discretion of CDA, the Contractor may be required to provide assistance directly to CDA and/or its tenants in the following areas. See SAM for additional details (<http://www.flychicago.com/community/environment/sam/Pages/default.aspx>):

- a. Community Education (SAM Credit CT 8.4). From time to time, CDA may ask Contractor to provide information and assistance in promoting awareness of CDA Divisions and tenant environmental and sustainability initiatives.
- b. Solid Waste Management: Waste Stream Audit (SAM Credit CT 13.1). During the term of this contract, CDA may wish to conduct a waste stream audit (conducted under separate contract), and Contractor may be asked to participate in completing CDA-provided forms addressing, for example, the number of trash/recycling pulls conducted by Contractor and/or its subcontractors in a given week within the terminal(s).

5. **Sustainability: Encouraged Activities**

During the period of this Contract, the following Contractor activities are encouraged but are not required. See SAM for additional details (<http://www.flychicago.com/community/environment/sam/Pages/default.aspx>):

- a. Alternative Commuting Transportation for Employees (SAM Credit CT 8.3). The Contractor and its subcontractors are encouraged to promote the use of commuting by alternative transportation in order to reduce pollution and land development impacts from conventional automobile use for commuting trips.
- b. Source Reduction and Repurposing of Goods (SAM Credit CT 13.9). The Contractor and its subcontractors are encouraged to change the purchase or use of material and products to reduce the amount of waste that is disposed of at landfills. This may include buying materials in concentrate, bulk, or products with reduced packaging or selecting supply chains that include “take-back” programs or provisions. Contractor and its subcontractors are encouraged to find appropriate opportunities for reuse of materials, equipment and products to reduce demand for virgin materials and reduce waste, thereby lessening impacts associated with the extraction and processing of virgin resources.
- c. Reduction of Plastic Waste: Plastic Bottles (SAM Credit CT 13.10.1). The Contractor and its subcontractors are encouraged to use reusable containers or biodegradable bottles in place of single-use plastic bottles to reduce the amount of waste generated.
- d. Innovation in Operations & Maintenance (SAM Credit CT 15.0). The CDA believes that in many cases, Contractor may know best how to enhance sustainability of their own activities and operations. Therefore, the CDA encourages innovation within the Contractor team to routinely review, identify and implement new ideas, purchasing policies and actions to improve overall sustainability.

D. Documentation and Submittals (SAM Credit 16.0)

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

Concessions & Tenants – Operations & Maintenance (CT-OM) checklist, demonstrating compliance with the sustainability requirements, the requirements of which are detailed in the Concessions & Tenants chapter of the SAM. The Checklist is to be submitted on a biennial basis (every two years) starting with the first submittal which is to be submitted within the first year of the date of execution of this contract. The SAM CT-OM Checklist electronic template and associated documents, including the SAM, can be found at <http://www.flychicago.com/community/environment/sam/Pages/default.aspx> .

3. **SAM Rating System.** All activities conducted within this Contract are subject to review and rating through the Concessions & Tenants – Operations & Maintenance (CT-OM) Chapter of the SAM. The Contractor and its subcontractors are strongly encouraged to incorporate as many sustainable elements and practices into their efforts as possible. The SAM CT-OM Chapter is designed to certify the sustainability of ongoing tenant and building operations, operational and maintenance procedures, system upgrades, minor space-use changes, and minor facility alterations or additions, and training and educational programs for those tenants that have direct contact with the airport customers. The CDA will rate the Contractor's operations per the standard detailed in the SAM.
4. **Waste Reporting.** The Contractor shall report to the CDA Environment division upon request.

XI. Special Services and Requirements

The Agreement may include services related to other amenity based programs including, but not limited to the Frequent Parker Program, a Concierge (Baggage drop-off) Program, Dynamic Pricing Program, and a Shuttle Bus Service Management system, etc. Cost proposals must include pricing for such services, and in the discretion of the City, Contractor may be required to support such program(s) in the following ways:

- A. Support the implementation of a CDA parking program that rewards parkers for defined frequencies of use of the Parking Facilities. Participate with the Department in the evaluation of frequent parker program alternatives, the planning for implementation of a program at O'Hare, and the implementation (including necessary signage and promotions to advertise its availability) of such a program.
- B. Services related to possible expansion of Pay-On-Foot System. The required services include the operation and maintenance of the Pay-On-Foot system for the payment of parking fees prior to reaching the exit cashier plazas in the Parking Facilities. The system may be expanded to include the necessary equipment installed in exit lanes to allow users of the system to exit through dedicated lane(s) at the exit plazas, so Respondents may propose services related to new system functionality such as License Plate Recognition.
- C. Perform project management duties including, oversight of and cooperation with outside companies in the installation of an Automated Vehicle Identification ("AVI") program and revenue control equipment. The AVI system will provide the user of the O'Hare Parking Facilities the ability for a cash free, card free, hands free entrance and exit of the facility. This program can offer debit/credit parking payment through the use of AVI technology. Multiple levels of service can be incorporated into the program to allow access to a specific parking lot and reserved corporate parking within that lot.
- D. Assist and support the CDA as requested with the installation, maintenance, management, operation, and customer use of Electric Vehicle Charging Stations. User rates including for utility cost shall be determined in coordination with the CDA. This agreement calls for the installation of a minimum number of electric vehicle charging stations per managed lot or space as follows:
 - EPS hourly parking - 4 Level II Quick charging stations.
 - EPS daily/short-term parking - 4 Level II charging stations
 - Economy Lot E - 4 Level II charging stations
 - MMF Lot F – 4 Level II charging stations, on floors 4 and 5
 - Economy Lot G - 4 Level I and II charging stations
- E. Provide assistance to travelers and visitors with the dissemination of information regarding

transportation options, directions, and airport information from the three (3) information booths located in the baggage claim level of each domestic terminal. These individuals shall work with ground transportation managers and supervisors so that informed decisions can be made regarding alternative transportation options. Positioned in the terminals, these individuals must have detailed knowledge of the airport and amenities to professionally respond to a wide range of requests from the traveling public. This assistance shall include, but not be limited to, the following:

- Obtain, monitor and provide real-time travel conditions and wait times to traveling public.
- Greet, inform and facilitate decision making by providing real-time information and pricing for those ground transportation options (public transit, taxi, rideshare, livery, charter, regional, rental cars, etc.)
- Respond to inquiries regarding airline location, airport amenities (parking options, special services, etc.)
- During periods of peak demand:
 - provide and/or recommend alternate travel options to the public.
 - maintain crowd control and communicate/update public in line.
 - be able to assist beyond normal hours of operations, based on projections received by the CDA
- Provide language support to non-English speaking travelers and visitors through translation services or staff language capabilities. Assist CDA with various aspects of Title VI compliance as mandated by the FAA, which includes but is not limited to assisting passengers with limited English proficiency. This assistance must be available at all times in the performance of these services, either through the use of technology or multi-lingual staff.
- Be able to work across all three terminals to facilitate staffing levels.
- Work with CPD, CDA and other airline personnel as needed.
- Maintain records including the number and types of customers served.
- Maintain and distribute information, maps and tourism materials from each booth. Airport updates and supply of materials will be provided by the CDA.
- Provide uniforms for staff and volunteers which identify themselves as airport and language assistance. Uniforms should be worn at all times while on duty

Information Booths shall be operational as follows:

Monday through Friday	8:00 am – 8:00 pm
Saturday and Sunday	10:00 am – 7:00 pm

- F.** Manage the existing City owned “Click and Park” Reservation System at the EPS. Contractor will maintain a system whereby parking customers can prearrange to reserve a parking space prior to their visit via the CDA website and/or mobile device. The system maintains a database of customer’s reservation times and dates including vehicle make, vehicle model and license plate as well as contact information, such as mobile phone number and email address. Costs incurred for the maintenance of the software will be paid for by the Contractor.

- Maintain a payment portal via an interface with the CDA operated website.
- Interface from CDA website to payment portal is seamless and user friendly.
- Payment portal displays map of reservation area and instructions for access.
- Upon reservation, system provides paper or electronic barcode for on-site scanning.
- Upon reservation, system provides transaction detail and instructions for use to customer.
- System provides for an interface with on-site PARCS equipment to allow automated access.
- System provides for a method of collecting revenue for overstays via PARCS interface.
- System provides customers with automated access to their account as well as customer service.
- System provides on-site management with a dashboard including sales and anticipated arrivals.
- Reservation area is monitored and access is restricted to prearranged customers.
- Reservation area is patrolled and non-registered vehicles are issued a warning.
- System retains historical data and provides reports on demand.
- System calculates appropriate taxes and fees and disseminates reports accordingly.
- All transactions are performed via credit card in accordance with PCI compliant standards.
- Taxes are paid to the appropriate taxing authority with net revenues disseminated accordingly.

Should a newer system become available, it must be able to be integrated into the Parking Access Revenue Control System to be considered by the CDA.

- G.** Assist the Department in creating a new remote baggage check in service. The new service shall provide for the convenient and economical transportation of traveler luggage from the economy parking facilities particularly the MMF but may include other sites as well. Personnel will receive, tag and transport luggage to its terminal baggage check-in. Contractor will provide the following services;

- Luggage valets will greet customers as well as accept and tag luggage.
- Luggage is accepted across multiple airlines.
- Complete check-in services including issuance of boarding passes is provided.
- Customers are provided with direction/instruction as needed to access the terminals.
- Luggage is delivered securely to the terminals and monitored through TSA screening.
- Provide tracking information to indicate whether luggage has been loaded onto plane.
- Maintain tracking detail to provide customers with full transparency in the service process.
- Must abide by all TSA guidelines.

- H.** Additional Services - Facility Improvement and Equipment Repair/Replacement Expense and Enhancements/Upgrades to Parking and Ground Transportation Programs. The Contractor may be asked to provide services for facility improvements and equipment repairs and replacements or enhancements/upgrades to the parking and ground transportation programs offered at O'Hare, including related studies and data collection that may be necessary to facilitate such enhancement/upgrades. The Commissioner reserves the right to direct the Contractor to perform one or more of these services. Services totaling more than \$100,000 will require a fully executed Commissioner approved work order.

- I.** Dynamic Pricing Program - At the time of the proposal submittal, the Contractor must include a plan including any relevant successful initiatives implemented by Contractor, on how CDA can maximize revenues including the use of dynamic pricing, frequent parking programs, cross promotional initiatives, additional services, etc. in all of the Parking Facilities. Contractor will

then be responsible for submitting a report within 120 days of contract award as to the potential impact on revenues. The City and Contractor will then coordinate on the implementation of said programs.

- J. Shuttle Bus Service Management – The busing operations that currently provide services from the Bus Shuttle Center will be moved to the MMF upon completion of the Airport Transit System upgrade. Contractor must provide/maintain software to the nine (9) pylons in front of the MMF to manage the busing operations, including the dynamic schedules for all regional buses, shuttles (i.e. Coach USA), hotel shuttles, etc.

XII. Revenue Control Response Staffing

The Contractor will be responsible for adequate staffing in the event that a revenue control response mechanism (ticket spitter) is not functioning properly in the parking garage or at an economy lot. The Contractor will be responsible for staffing during on-call hours 6:00 a.m. to 1:00 a.m., seven (7) days a week. Minimum response times are as follows:

- On call hours (6am-1am): 10 minutes
- Off duty hours (1am – 6am): 2 hours

XIII. Ground Transportation Services

Contractor will be responsible for (Landside) Ground Transportation equipment and staffing. Landside Ground Transportation personnel are front-line staff that monitor the access of all commercial vehicular traffic through the lower level traffic lanes of the domestic terminal core and the International Terminal. A description of the Ground Transportation equipment and staff and the Contractor's Ground Transportation duties is as follows:

- A. The Contractor shall provide Ground Transportation Monitor Supervisors to perform the following tasks:
1. Operate the Ground Transportation Facilities in compliance with all applicable statutes, laws, ordinances, rules and regulations and obtain all required licenses and permits.
 2. Operate the Ground Transportation Facilities on a 24-hour, 7 days-a-week, 365 days per year (full time) basis with sufficient personnel and resources to assure an effective, efficient, continuous, courteous, secure and convenient operation.
 3. Provide for a method of managing taxi cabs and limousines operations, including management of staging areas; the "cancellation" of Metropolitan Pier and Exposition Authority ("MPEA") Airport Departure Tax Stamps; and control of exit/entry to the terminal curb front. There are currently twelve (12) cab starters whose main responsibility is cancelling the MPEA Airport Departure Tax Stamp in the terminal core area from commercial vehicles. The MPEA Airport Departure Tax Stamps for all taxi cabs and limousine operations will not be sold by the Contractor, but instead must be purchased through [DOF](#) via kiosks located in the airport, or via the City's MPEA mobile application: <http://www.chimpeaapp.com/>.
 4. Provide daily cleaning for the Ground Transportation Facilities, including but not limited to: cleaning the interiors and exteriors of the booths. For all products used in the conduct of custodial services, please refer to SAM Appendix AP-A – Green Product Listing (<http://www.flychicago.com/community/environment/sam/Pages/default.aspx>)
 5. Verify that all registrations required by DOF and the Department of Business Affairs and Consumer Protection (BACP) are current and that the MPEA Airport Departure Tax Stamps have been purchased accordingly. Maintain all bookkeeping and accounting records (including daily activity reports) in accordance with generally accepted accounting principles and practices. Provide monthly detailed reports as

promulgated by the Department including the O'Hare Ground Transportation Access Permit Log. **Note: The Contractor will be required to provide the City with an annual audited report on the management and operations of the facilities prepared by a reputable accounting firm.**

6. Maintain a full and complete record of all complaints/incidents and actions taken to resolve them. Submit to the City a weekly complaint/incident report summarizing all complaints/incidents and actions taken.
7. Maintain, modify and install all Ground Transportation related signage both interior and exterior to the Ground Transportation Facility at the direction of CDA and in accordance with any and all CDA rules, standards and guidelines.
8. Provide all necessary vehicles required to operate and manage all Ground Transportation Facilities (see Section X. A. Sustainable Practices – Use of Alternatively Fueled Vehicles above).
9. Provide all required telecommunications services and equipment necessary including but not limited to providing a mobile/hand held Motorola radio communication system for use among parking personnel. System must be channeled or programmable with the Department's Motorola radio trunking system. (Certain existing equipment may be made available to the Contractor on an "as is", temporary basis.)
10. Provide all Ground Transportation ticket stock and other materials and supplies necessary for the operation of the Ground Transportation Facilities.
11. Provide all promotional items and materials for all existing and new Ground transportation programs and initiatives subject to prior approval by the Department.
12. Provide all resources associated with various customer service outreach programs.

XIV. *Payment Card Industry (PCI) Compliance*

Contractor shall be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession.

Contractor shall provide City such information as the City may reasonably require regarding Contractor's compliance with such PCI requirements.

The cost of the Payment Card Industry Data Security Standard (PCI DSS) Plan and implementation of the plan's recommendations shall be reimbursed by the City, subject to approval by the Commissioner. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform all curative measures necessary to remedy such non-compliance. If such non-compliance is due to Contractor's failure to implement or follow through with the recommendations of the PCI DSS Plan, then the cost of such curative measures as well as the cost of any penalties assessed as a result of such failure on behalf of Contractor shall be Contractor's expense.

XV. *Vehicle Booting Service Compliance*

Notwithstanding all other requirements in this RFP, Contractor must provide the Services for Booting of Boot-Eligible Vehicles from O'Hare parking lots in accordance with the standards of performance set forth in Attachment E, Vehicle Booting Services.

XVI. *Transferred Property; Property Assessment*

- A. Transferred Property.** Contractor must prepare an inventory identifying all furnishings, equipment and other items of personal property turned over to the Contractor by the City to be used in performance of the Services (collectively the "Transferred Property"). Any such Transferred Property shall remain the Property of the City, but must be used by the Contractor to provide Services hereunder. Upon the expiration or termination of this Agreement, the

Contractor must return the Transferred Property to the City in the same condition in which it was received by the Contractor, reasonable wear and tear excepted. The Contractor will be responsible to create a new Transferred Property Inventory List upon commencement of this Contract.

- B. Property Assessment.** Contractor must conduct a thorough assessment of all existing Parking and Ground Transportation Facilities including a structural engineering assessment of each building and structure as well as an assessment of the general condition/maintenance of the Facilities.

XVII. Safety and Loss Control Service

The Contractor will provide specific safety and loss control Services as follows:

- A. Programs, Rules and Procedures.** The Contractor will develop, recommend for Department approval, maintain and update programs, rules and procedures, as set forth below, complying with all Occupational Safety & Health Administration ("OSHA") rules and regulatory standards to ensure the safety of the traveling public and employees in its use of the Facilities. The Contractor will confer with the appropriate City and Department officials, as required to develop programs, rules and procedures that support City and Department safety and loss control objectives. Recommended procedures, rules and programs must be provided in a format and media, as designated by the Department that supports their publication and implementation by the Department. In addition to developing rules, programs, and procedures for safety and loss control areas listed below, the Contractor will also utilize all reasonably available means to eliminate or control hazards and risks in carrying out the following responsibilities: The Contractor must maintain, update and comply with all OSHA rules see (www.osha.gov), regulatory standards and procedures as set forth below:

1. Planning, organizing, coordinating, instituting, maintaining and monitoring programs including occupational and health hazards controls, loss control and safety;
2. Developing and maintaining safety policy and standard operating procedures; in accordance with OSHA, American National Standards Institute ("ANSI") see (www.ansi.org), and all other applicable standards;
3. Disseminating knowledge of applicable safety standards and emergency procedures to employees through the issuance of safety procedures, training, and attendance at education programs;
4. Identifying hazards and instituting corrective action for their elimination or control; within a reasonable time frame following identification of the hazard;
5. Advising and assisting in the investigation of accidents and losses to determine causes; developing programs to reduce, control, or eliminate liability exposure;
6. Ensuring persons who become injured or medically ill, while at the Airport, receive prompt, safe, effective first aid, and appropriate medical attention utilizing the current Chicago Department of Aviation Accident & Injury reporting system;
7. Ensuring that accidents, safety incidents, and injuries in the Terminal and other Facilities are reported and documented promptly, accurately, and appropriately;
8. Ensuring that safe, secure, sanitary housekeeping conditions are maintained at all times throughout the Terminal and other Facilities;
9. Analyzing and updating (as appropriate) recommended adaptation of existing Airport emergency response procedures for the Terminal and other Facilities, for the following emergency/ incident categories:
 - Fire
 - Injury to the public
 - Bomb threats
 - Biological and chemical threats

- Utility interruption
- Demonstration/civil unrest
- Explosion
- Collapse
- Imminent danger
- Emergency evacuation

XVIII. *Claims Handling*

- A. Property Claims.** The City maintains property insurance coverage for the Parking and Ground Transportation Facilities. The Contractor will handle, manage and control City property claims related to the Parking Facilities, subject to the direction of the City Risk Manager and the Department. The Contractor will also be responsible for the following:
1. Developing (and submitting to the Department for approval) property claims handling procedures;
 2. Submitting property claims and support documents to designated insurers, in a manner prescribed by the City and Department;
 3. Monitoring claims activity;
 4. Maintaining related files; and
 5. Providing monthly reporting to the Risk Management Office and the Department
- B. Liability Claims.** The Contractor will handle, manage, and control all liability claims related to the Parking Facilities, subject to the direction of the City Risk Manager and the Department. The Contractor will also be responsible for:
1. Developing (and submitting to the Department for approval) liability claims handling procedures
 2. Submitting claims and support documents to its insurers
 3. Monitoring claims activity
 4. Maintaining related files, and
 5. Providing monthly reporting to the Risk Management Office and the Department.

Attachment A

PARKING FACILITIES (Description)

Attachment A

PARKING FACILITIES

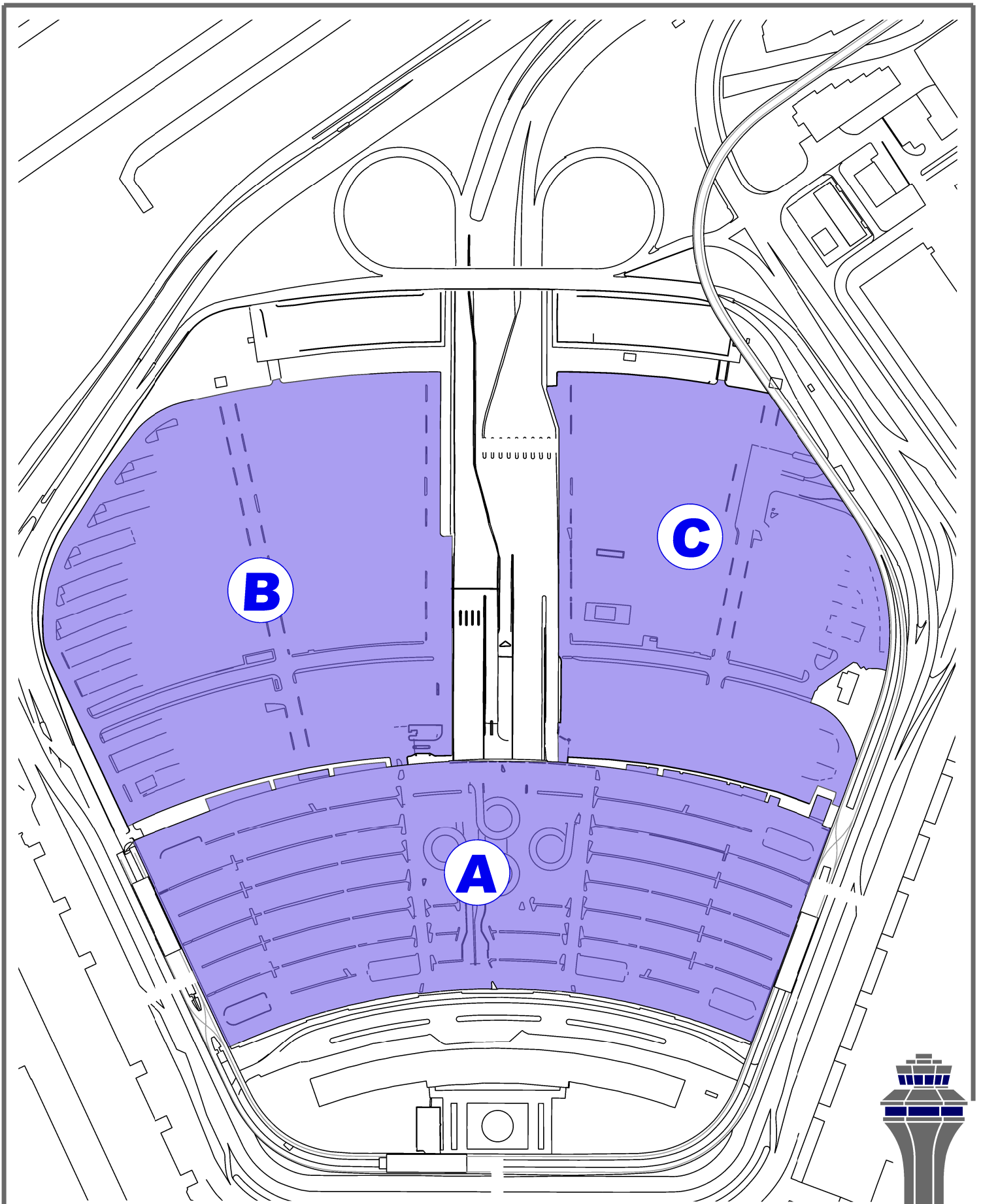
The current Parking Facilities of Chicago's O'Hare International Airport is comprised of the following:

Lot Designation	Spaces	Description
Elevated Parking Structure (EPS)	9,302	Floor One (1) is the Hourly & Valet. Floor Two (2) are Daily & Short Term
Parking Lot B	1,663	Surface Lot, adjacent to EPS and operational to the EPS Short Term
Parking Lot C	1,164	Surface Lot, adjacent to EPS (Independent) Short Term)
International Terminal 5 Parking Lot D	946	Surface Lot, Short Term
Economy Lot E & H	4,203	Economy Surface Lot, located 1.5 Miles from Terminals
Economy Lot F	2,624	Multi Modal Facility (MMF), 2 Miles from Terminals,
Economy Lot G	2,692	Economy Surface Lot, located 1.5 Miles from Terminals
Total Available Space	22,594	

1. All Parking Facilities are open and operate twenty four (24) hours per day, seven (7) days per week 365 days per year. Lots C, D, F, G and H all offer monthly parking.
2. The EPS has six (6) Elevator Centers located throughout the parking complex. Each Center contains six (6) elevators and Lot "C" has a single elevator center with two (2) elevator cars. The seventh elevator center, not within the EPS, provides a pedestrian tunnel from Lot C to Terminal 3
3. The MMF (Lot F) is a five-story building structure that was completed in late October 2018. Levels 1-3 are occupied by rental car agencies and levels 4-5 are public parking to be managed under this Contract. Approximate number of parking spaces will be 2,624.
4. Parking spaces in the Economy Lot E will be reduced due to the new 9C-27C Runway scheduled for completion around November 2020.

Entrance and Exit Lanes Per Lot							
Lot	EPS	Lot B	Lot C	Lot D	Lot E	Lot F	Lot G
Entry	7	2	3	3	4	2	2
Exit	14	0	2	4	5	4	3

Attachment B
PUBLIC PARKING FACILITY MAPS



PUBLIC PARKING LOTS A,B&C

Chicago O'Hare International Airport
Rahm Emanuel • Mayor

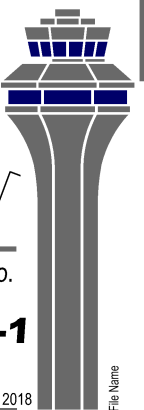
Chicago Department of Aviation
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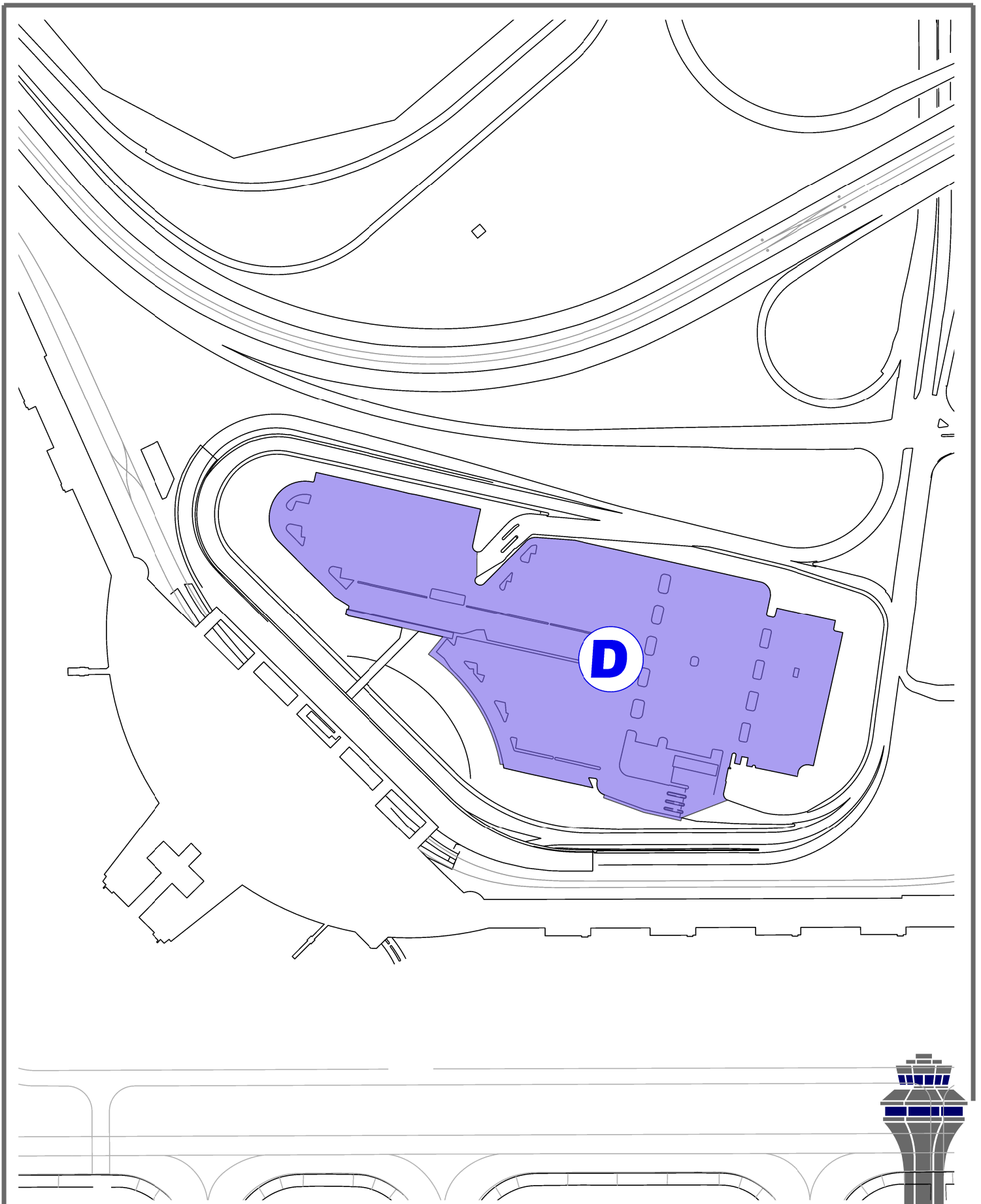
PKG-1

Date: November, 2018

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File Name



PUBLIC PARKING LOT D

Chicago O'Hare International Airport
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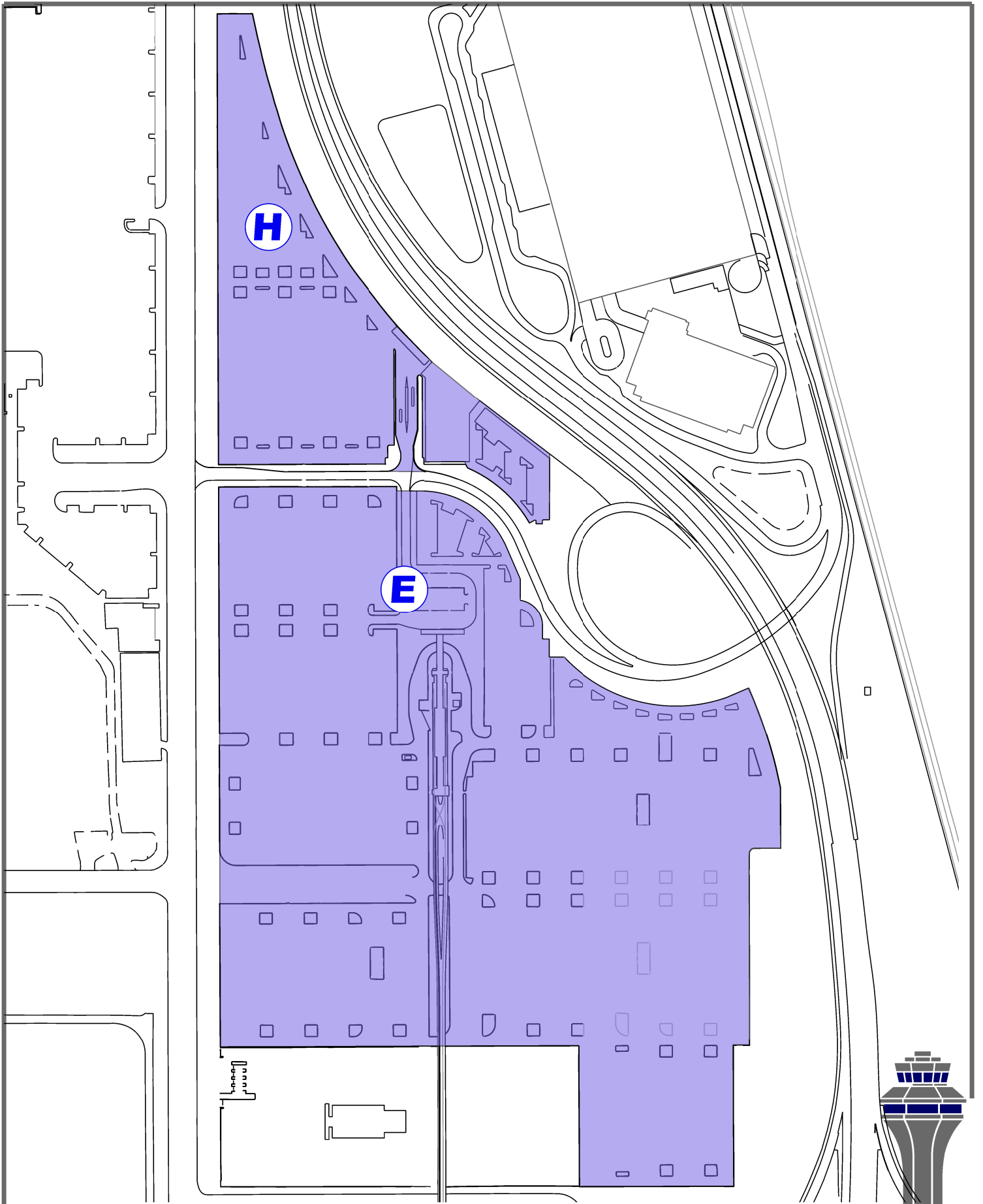
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Sheet No.

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Date: November, 2018

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PUBLIC PARKING LOT E & H

Chicago O'Hare International Airport
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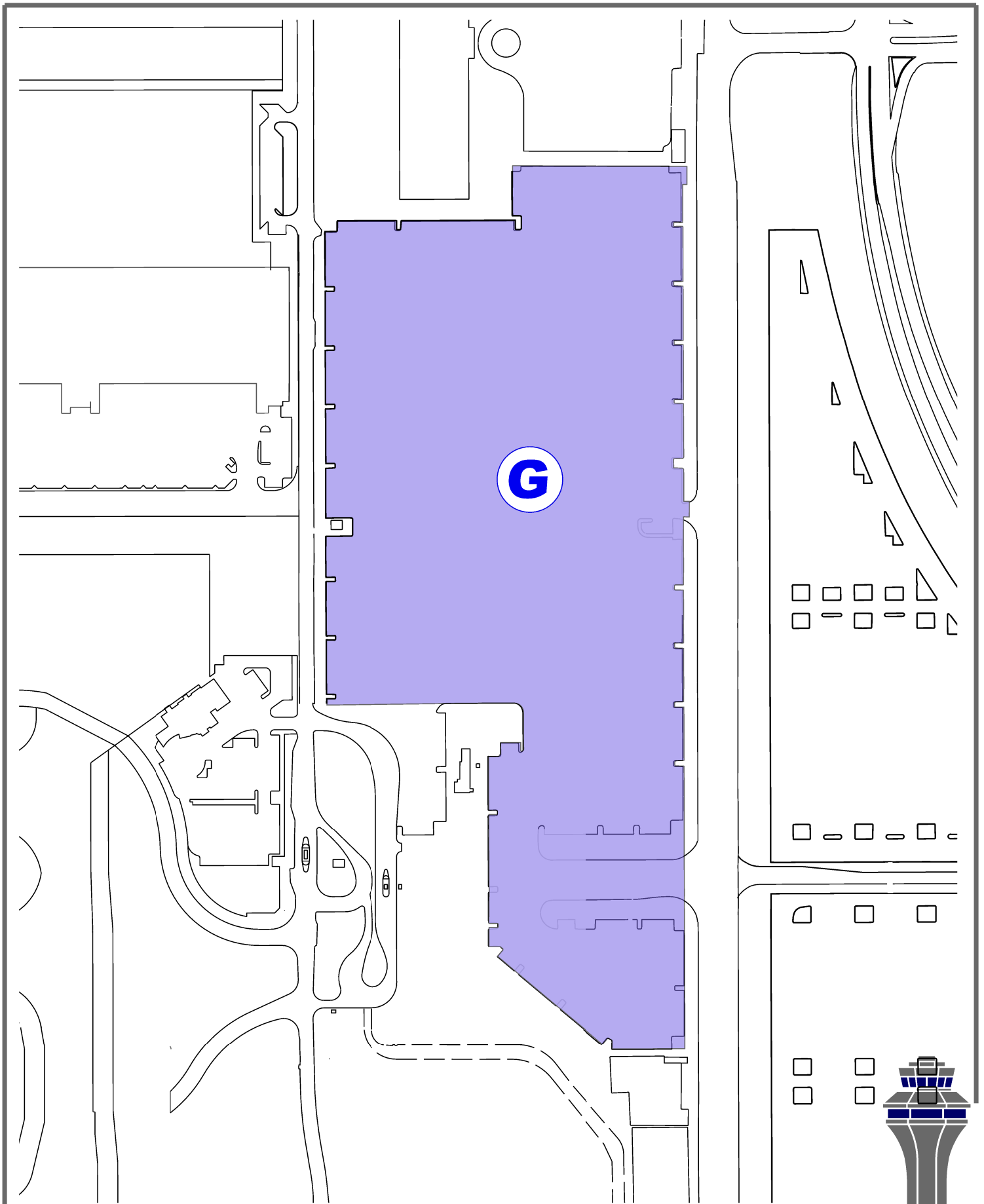
Chicago Department of Aviation
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Sheet No.

PKG-3

Date: November, 2018

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PUBLIC PARKING LOT G

Chicago O'Hare International Airport
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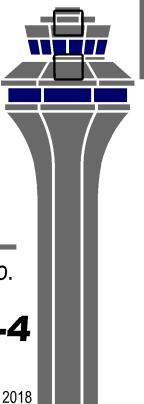
Chicago Department of Aviation
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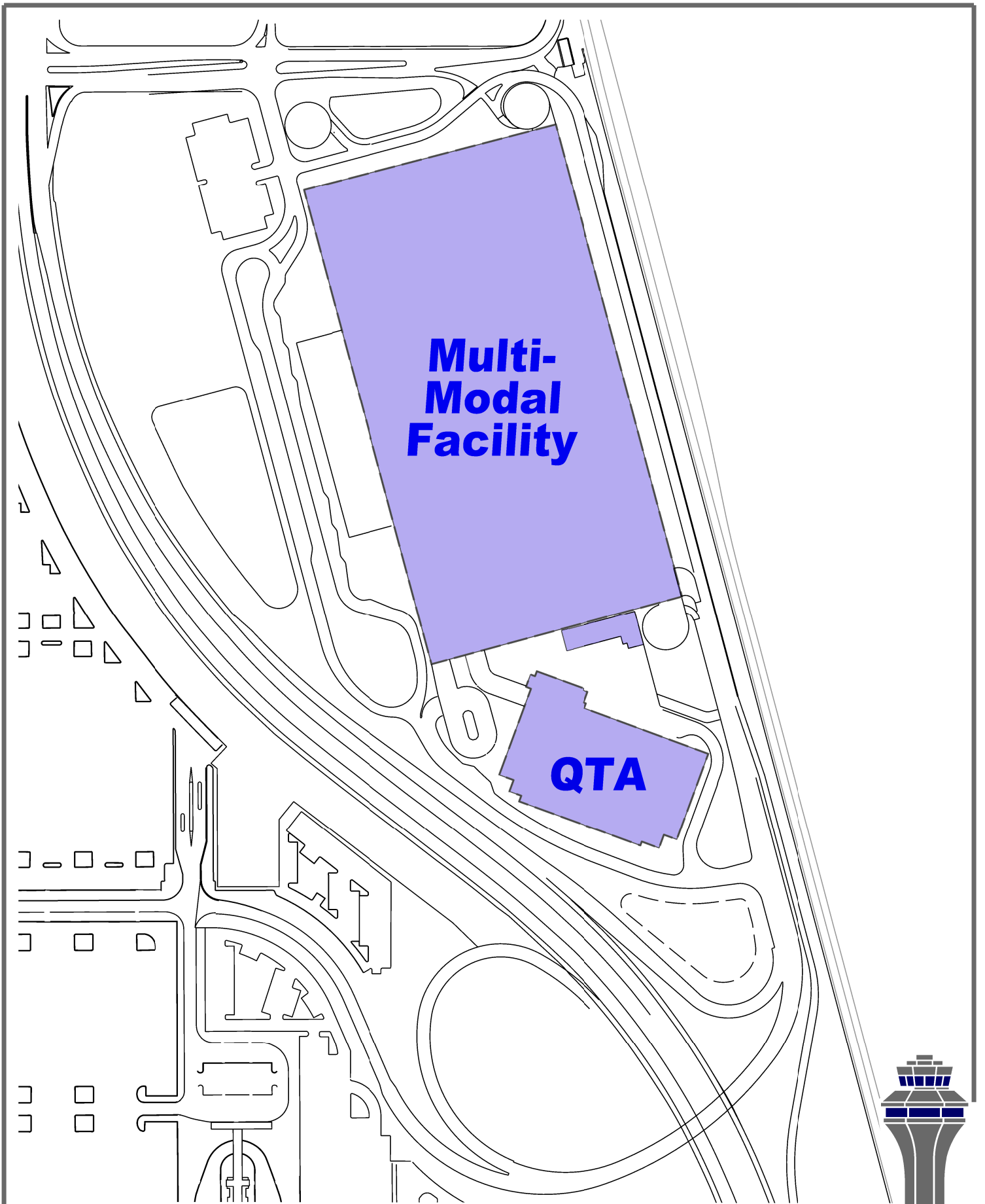
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Date: November, 2018

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Multi-Modal Facility

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PKG-5

Date: November, 2018

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Attachment C

FUNCTIONAL OUTLINE FOR REVENUE CONTROL SYSTEM

Attachment C

FUNCTIONAL OUTLINE FOR REVENUE CONTROL SYSTEM

A. Revenue Accounting

The current Revenue Control System is owned by the City of Chicago and must be maintained by the Contractor, in accordance with the Scope of Services (attached as Exhibit I). To guarantee an efficient revenue tracking program, the Revenue Control System (RCS) and any related enhancements to it must be able to generate timely, accurate and relevant reports as defined by the Department, including but not limited to, the following:

- Comparative analysis (year to date ("YTD" vs. Prior Periods)
- Including statistics on the following revenue tickets:
 - Daily
 - Weekly
 - Monthly
 - Quarterly
 - Yearly

The following pages describe the critical revenue control and reporting capabilities the RCS must be able to address daily and shifts basis and/or as directed by the Department:

- Revenue Reporting
- Cash Control Reporting
- Interfacing Capabilities

B. Revenue Reporting

Revenue reports must reflect both normal and “exception” transactions segregated by:

- Shift
- Booth
- Cashier
- Lot
- Time period (hourly, daily, weekly, monthly, yearly)

Normal transactions MUST be reported by:

- Payment type (cash, check, credit card and total)

Exception transactions MUST show:

- Segregation by type:
- Non-revenue and void transactions (ten minutes or less, buses with badges, employees, concessionaires, others with badges)
- Weekly/monthly user revenue transactions
- “Unusual” transactions (disputed fee, stolen, duplicate, mutilated, back-out, illegal exit, maintenance)

All reports must reflect applicable City taxes

C. Cash Control

The following report must be available from the RCS to provide for a timely and efficient cash control:

- Overage and shortage reports showing total revenue, actual cash collected and difference by:
 - Shift
 - Booth

- Cashier
- Lot
- Time period (hourly, daily, weekly, monthly, yearly)
- Balance of cash by shift, booth, cashier, lot, time period receipt cards, and bank deposits.

D. Data Analysis and Reporting

The RCS has the ability to interface with other commercial computer programs, databases and spreadsheet packages to ensure efficient data manipulation and analysis. These packages may include:

- Novell 4.11 & 4.10
- Excel 1-2-3, ver. 5
- Excel Notes ver. 3.0
- Word ver. 6.1
- Microsoft Windows 3.11 & 95
- Microsoft NT Workstation ver. 4.0
- Unix

E. Vehicle Inventory Management

To facilitate timely and cost effective managerial decisions regarding occupancy levels, closure trends and demand patterns, the RCS must be able to provide on-line monitoring and control of vehicles ingress/egress and space availability by section and lot.

The following reports must also be generated from RCS:

- Occupancy reports by lot (hourly, daily, weekly, monthly, yearly)
- Closure reports by lot (hourly, daily, weekly, monthly, yearly)
- Length of stay reports by lot (hourly, daily, weekly, monthly, yearly)

F. License Plate Inventory (LPI)

To facilitate the LPI process, the following two alternatives must be considered:

- Entry of plate information via a nightly inventory using hand held terminals and capture of data at exit using video cameras and key entry by cashiers.
- Digital scanning of plates with automated character recognition at entry and exit (as operating in Economy Lot G) – need to assess reliability in O'Hare environment.

The RCS must be able to generate reports on overnight vehicles by lot and number of days and the number of remaining vehicles from daily activity.

G. Badge Readers

To accommodate use of card-based entry and exit methods, the badge reader for O'Hare must conform to the following specifications:

- Magnetic stripe medium or proximity reader -- if possible, compatible with Airport I. D. badges.
- Two level -- automobile and bus -- badge readers at entrance gate.

The RCS must be able to generate the following reports reflecting:

- Authorized personnel accounts by type, lot, security deposit and expiration date (buses, employees, concessionaires, Contractors, others).
- Authorized personnel usage (frequency and length of stay) by lot.

H. Signage

Signage is a critical component of the operation of the Parking Facilities. The signage will enable customers to make timely and reliable decisions. To increase customer satisfaction while facilitating the flow of vehicles, the following attributes must characterize signage at O'Hare:

- Integration to vehicle inventory management by section and lot
- Automated signage reflecting cashier booth status:
- Open and/or Closed
- All signs must be Limited English Proficient ("LEP") and compliant with the American with Disabilities Act ("ADA") and Title VI of the Civil Rights Act of 1964.

I. Maintenance

The Contractor must perform maintenance services to ensure the immediate repair and replacement of all RCS components to avoid any service loss or interruption, and resulting revenue losses at the Parking Facilities, which continue for more than 8 hours at any one time. In order to achieve this objective, the Parking Facilities require, at a minimum, Services to be scheduled on a daily 19-hour shift, 7 day a week, 365 days a year, from 06:00 a.m. through 01:00 a.m. the following day, with technicians having a maximum response time of ten minutes for Parking Lots D, E, F, and G. Services also include on-call technicians equipped with radio pagers available twenty four (24) hours a day, seven (7) days a week, 365 days a year with a maximum on-site response time of 2 hours between 01:00 a.m. and 06:00 a.m. The Contractor must provide appropriate pager and telephone numbers for contacting designated technicians equipped to service the central computer with a response time of no more than 3 hours. The Contractor must provide service staff with 2 (high specification trucks) trucks suitable to carry supplies and equipment and easily identifiable corporate uniforms at the Contractor's expense.

The Contractor is responsible for the complete "Basic Maintenance" of the RCS, including without limitation the Services listed below. "Basic Maintenance" includes without limitation repairs, adjustments, and/or replacement of existing RCS components on an exchange basis as may be necessary to maintain the RCS in good operating condition at all times, as well as the following:

- All technical and housekeeping tasks associated with the repair and preventive maintenance of the RCS in accordance with the manufacturer's specified preventive maintenance program, and all technical and housekeeping tasks required as a result of the upgrading of the RCS or as a result of modifications to the manufacturer's maintenance program as recommended by the Department.
- Software maintenance.
- Equipment (all hardware and components) maintenance, including spare parts and unlimited in-house board-level repairs.
- Maintenance of an adequate working inventory and provision of all other maintenance materials, tools, and test equipment necessary for the Services described here. Exchanged parts must be rebuilt and maintained as part of such inventory.
- Reporting obligations, including without limitation the submission of reports to the Department as requested, which include, but may not be limited to, the following information:
 - Name of the technician performing the services
 - Date and time that repair began
 - Date and time that repair was completed
 - Type and model number(s) of component(s) used
 - Time spent for repair
 - Description of repair
 - List of parts repaired or replaced
 - All preventive maintenance performed
 - Signature of technician(s) certifying the accuracy of the statement

In addition, the Department may request that additional Services be performed at the Contractor's normal rates. Such services may include but are not limited to:

- Replace lane lights
- Replace ATD housings
- Replace gate housings
- Custom build and install new equipment
- Reprogram software other than rate changes
- Upgrade main frame hardware
- Additional site inspections
- Implementation of field engineering change orders
- Training programs
- Relocation of entry/exit equipment

J. Equipment Requirements

The following equipment is considered to be important for the efficient operation of the Parking Facilities:

- Automated gate/arm
- Inductive loops/detectors to trigger ticket dispenser/gates (in order to prevent improper vehicle entries)
- Double ticket dispenser or high ticket capacity single ticket dispenser
- In terminal pay-stations (credit card)
- Fully automatic integrated credit card equipment
- Full integrated pre-cashier equipment (credit cards)
- Central processing unit which will support a multi-user, multi-task environment

K. Fee Calculation

In an effort to facilitate revenue accounting, decrease fraud, and increase customer satisfaction, the RCS must provide a fee calculation function reflecting the following capabilities:

- Ability to operate cashier booth in an on-time mode or while host system is down (with full recovery capability)
- Automatic calculation for short-term and long-term users

L. Payment Processing System

The following constitute the critical payment processing attributes of the RCS:

- Fully automated integrated credit card system, which is PCI compliant
- Fully integrated pre-cashier equipment:
 - Accepts credit cards
 - Provides for complete instructions
- Pay stations (credit card)
- Integration with automated signage to reflect payment options by booth
- Integration to revenue accounting functions

M. Fraud Control

To prevent fraud and the costs associated with it, the RCS must be equipped to provide:

- Loop controlled entrance gate lifts and ticket spits
- On-line monitoring of ticket dispenser and gates
- Ability to process "off-line" and recover transaction detail after the fact
- Customer fee display

From a report-generation perspective, the frequency of the following reports are directed by the Department and considered critical:

- Non-revenue user/employee accounts (activity by account)
- Reporting on non-revenue/employee usage (frequency and length of stay) by lot
- Reporting on unresolved activity (daily, weekly, monthly, yearly)
 - Aging reports (reflect employee/concessionaire past due amounts)
 - Reporting on missing tickets or unaccounted for vehicles
 - Reporting on disappeared vehicles

N. User Documentation and Training

The Contractor must furnish copies of the following documentation to the Department for all revenue control equipment and software as directed by the Department:

- System specifications
- Maintenance manuals (terminal, ticket issue machine (TIM), etc.)
- Cashier manuals
- Central computer/software manuals
- Installation/as-built drawings

The Contractor must also provide comprehensive on-site training programs for the following parking staff:

- Cashiers, revenue control staff, administrative staff and customer service staff
- Readily available manuals and/or videotapes to facilitate training of new staff on an ongoing basis

O. Data / Backup Recovery

To guarantee the efficient operation of the Parking Facilities in the event of a power failure or another operational malfunction, the following requirements are needed:

- All cashier terminals must possess an operational backup device (tape or disk)
- Uninterruptible power supply
- Full backup and recovery of the host site

P. Information Management

To guarantee the efficient flow of information enabling timely/reliable managerial decisions, the RCS should provide a fully integrated record/file system including the following:

- Employee data
- Customer License Plate data
- Cashier transaction status (reporting on cashier time in/out per booth)
- Rate structure information
- Vehicle Booting Reports (see Attachment E - Vehicle Booting Services, Section 5. Reports)

Q. Date and Times

To facilitate accurate tracking of revenue and operating data, the RCS must reflect dates and items in the following manner:

- Transparent handling of year change, century change, leap years
- Transparent handling of daylight savings/standard time changes
- Transparent handling of dates, months, days of the year

R. Ticket Procedures

To enhance customer satisfaction while minimizing complaints and other potential conflicts, the parking tickets must conform to the specifications of the current Revenue Control Equipment and must include but not be limited to the following:

- Pocket-size tickets
- Color-coded or logo printed for easy reference

- Tamper-proof Magnetic stripe

Attachment D

**TECHNICAL SPECIFICATIONS FOR THE
PARKING ACCESS REVENUE CONTROL SYSTEM**

Attachment D

Technical Specifications for the Parking Access Revenue Control System ("PARCS")

The following is a brief description of the Parking Access Revenue Control System (PARCS) that shall be maintained by the Contractor:

- **Entry Lane** – Lane device capable of providing controlled access to the various airport parking facilities. Lane entry functionality must provide the ability to dispense tickets, credit card acceptance, proximity card and CDA badge card (current proximity cards issued by CDA) access. Some entry lanes must be limited to employee only access. License Plate Recognition (LPR) functionality must also be provided at all entry lanes.
- **Exit Lane** – Lane device capable of providing controlled egress from the various airport parking facilities. Forms of payment must include cash, credit card, valid proximity card, CDA badge card or pre-validated ticket. Some exit lanes must be limited to employee only usage. All public exit lanes must provide the ability to be operated in both a manned and unmanned configuration. LPR functionality must also be provided at all exit lanes.
- **Central Host/Server** – The centralized subsystem which monitors, controls and manages the overall PARCS. The Central Host may be comprised of several servers and subcomponents and are proprietary by a third-party Vendor.
- **Space Count System** – The subsystem or functionality to accurately maintain space count inventory for each lot and level within the Elevated Parking Structure (EPS or Lot A garage).
- **Parking Guidance System** – The subsystem or functionality to effectively manage and control parking signage throughout the Airport grounds based on information provided by the Space Count System.
- **Valet System** – The subsystem or functionality to provide fully integrated Valet services within the EPS.
- **License Plate Recognition (LPR)** – The subsystem or functionality to capture vehicle license plate images upon facility entry and exit and apply OCR processing to identify and record the vehicle's license plate information. LPR data must be used for auditing, fraud prevention and the processing of lost or damaged ticket transactions.
- **License Plate Inventory (LPI)** – The subsystem or functionality that utilizes LPR technology to record inventory of parked vehicles using a Mobile LPR (MLPR) system. LPI data recorded must include vehicle license plate OCR data and vehicle location including lot, level (if applicable) and stall.
- **Credit Card In/Out** – The ability or functionality to allow public patrons the use of a credit card to enter or exit the parking facility without the issuance of a ticket. The patron may use a different credit card for payment if they so choose.
- **Proximity Card (PROX Card)** – The subsystem or functionality where RFID cards are issued to employees and patrons for facility entry and exit. PROX card readers must be located on each entry and exit lane device. The Central Host must be responsible for administering and managing the PROX card database.
- **CDA Badges** – These RFID badges are issued to individuals that have access to the airport facility. The database and operation is maintained by CDA security. The PARCS system will have components from this system incorporated into the gates and will also interact with this system on a limited basis as described in this document.

Attachment E
Vehicle Booting Services

Attachment E

Vehicle Booting Services

The Municipal code of Chicago [9-100-120 (a), and as may be revised] authorizes the City Parking Administrator “to direct and supervise a program of vehicle immobilization”. All Booting on the public way or in public parking lots is currently administrated by the Department of Finance (DOF) and this authority includes vehicles parked at the Chicago O’Hare International Airport (hereafter, “O’Hare Airport” or “ORD”). Any towing of vehicles, pursuant to provisions in the Municipal code of Chicago, will be provided under authority of the Department of Streets and Sanitation (DSS), in cooperation with DOF and Department of Aviation.

Notwithstanding any requirements of the City of Chicago Department of Aviation’s RFP for the Management of Public Parking and Ground Transportation Facilities at O’Hare Airport, the Respondent must comply with the Department of Finance’s Booting requirements.

The Booting operation at O’Hare Airport must be performed by the Contractor using “License Plate Recognition” (LPR) technology only. No manual system of license plate matching will be accepted. The Respondent must propose:

- the License Plate Recognition system and associated hardware, software, middle-ware, and related peripherals for use at ORD – each subject to approval by the City;
- the LPR equipped vehicle and driver/Booter;
- the testing, calibration, maintenance, and repair of the vehicle and LPR system; and
- the requisite licensing and compliance requirements as may be applicable.

For purposes of this section of the RFP, Attachment E – Vehicle Booting Services, the following definitions shall apply:

“Auto Pound” means the designated location where vehicles booted at O’Hare International Airport are towed.

“Boot” means a mechanical device (purchased and maintained by the City to operate in accordance with the Boot manufacturer’s specifications) designed to be placed around the tire and wheel of various-sized vehicles, which is then locked by a City-provided high-security padlock, thereby immobilizing the vehicle.

“Boot-Eligible Vehicle” means a vehicle identified by DOF as meeting the scofflaw criteria to be immobilized by a Boot.

“Boot-Eligible Vehicle File” means the City’s data containing a list of scofflaw license plates belonging to Boot-Eligible Vehicles.

“Booter” is a person, under the management of the Contractor, who properly installs and removes a Boot.

“Booting” means the process and techniques executed by the Contractor in order to properly install a Boot and lock.

“Booting Information” means data and other information uploaded by the Contractor into CANVAS documenting an immobilization occurrence, including but not limited to the vehicle registration number, the size of the vehicle, and the Boot identification number.

“CANVAS” is an acronym for the Central Adjudication, Noticing, and Violation Administrations System - the City’s proprietary program used to manage parking, compliance, red light camera and automated speed enforcement violation data, providing, among other functions, the creation of the Boot-Eligible Vehicle File, the creation of Release records, the management of Boot status information, the adjudication process, and receipt of payments associated with debt due to the City for parking, compliance, red light camera and automated speed enforcement violations.

“Contractor” refers to the Respondent awarded a contract pursuant to this RFP process.

“License Plate Recognition” (or “LPR”) is a mobile technology utilizing highly specialized video cameras, hardware, and software specifically designed to effectively scan and identify license plates of parked vehicles, while, if properly used, the operator is driving past parked vehicles. This video image and data-mapping technology utilizes software having sophisticated alpha-numeric optical character recognition capabilities designed and calibrated to accurately read license plates which match/map to a list of scofflaw license plate alpha-numeric characters (such as the Boot-Eligible Vehicle File lists derived from CANVAS). LPR is designed to sound an alarm when a scofflaw license plate from the list, matches a parked vehicles’ license plate, as an LPR-mounted vehicle drives by the parked vehicle, enabling the driver/Booter of the LPR-mounted vehicle to identify Boot-Eligible vehicles quickly and efficiently.

“Release” means the removal of a Boot device from an immobilized vehicle.

“Release Information” means data input by the Contractor into a CANVAS interface, documenting the facts surrounding the Release of a Boot, including the vehicle registration number and the releaser’s badge or other identification.

“Service Levels” are minimum performance measures required to be met or achieved by the Contractor.

“Service Level Credit” means a monetary credit resulting from failure to meet an established Service Level; and which is made to the City by the Contractor as reflected on the Contractor’s monthly invoice.

SCOPE OF SERVICES FOR VEHICLE BOOTING OPERATIONS

The description of Services for Booting at O’Hare is intended to be general in nature and is neither a complete description of Contractor’s Services for Booting at O’Hare nor a limitation on the Services that Contractor is to provide under an Agreement resulting from this RFP.

Notwithstanding all other requirements in this RFP, Contractor must provide the Services for Booting of Boot-Eligible Vehicles from O’Hare parking lots in accordance with the standards of performance set forth in this Attachment E - Vehicle Booting Services.

1. DOF Provisions

- a. DOF will provide the Contractor with direct log-in access into CANVAS and Boot-Eligible Vehicle data (via FTP, API, or other agreed upon method), Boots and all Boot-related appurtenances, training (on the access protocols and navigation in CANVAS, and the proper way to handle Boots and Boot locks), and support necessary for the Contractor to provide an effective Booting operation on behalf of the City of Chicago. The Contractor’s personnel who are provided access into CANVAS must comply with City of Chicago security protocols, as required.

As such, DOF will provide the Contractor with the following:

- b. Boots required to immobilize Boot-Eligible Vehicles; high-security Boot locks; and Boot lock keys;
- c. Self-adhesive notices used to apply onto a booted vehicle, posting a message to the driver of the scofflaw vehicle, with instructions on how to reconcile the debt owed to the City of Chicago to cause the Boot to be removed, and who to contact with questions or complaints;
- d. Initial training on Booting and on-going training on policy and procedures;
- e. Training concerning the access of data in and the input of data into CANVAS; the verification of each LPR matched license plate; the techniques in attaching a Boot to all LPR-identified Boot-Eligible Vehicle’s tire/wheel assemblies; the installing of a high-security lock on to the Boot; the identification of vehicles eligible for Release via CANVAS; and the removing of the lock and Boot from a vehicle;
- f. Towing of all Booted vehicles at the airport, when required.

- g. Training to calculate and enter the parking fee amount that is owed by the Boot-Eligible Vehicle's owner into CANVAS, if applicable.

2. Contractor Provisions

The Contractor must provide and include in its cost proposal all costs for (but not limited to):

- a. all personnel, for example:
 - LPR vehicle drivers/Booters
 - managers
 - supervisors;
- b. all required equipment or appurtenances other than those provided by the City and approved by the CDA;
- c. a mobile LPR system (e.g., cameras, processor, hardware, its support accessories and equipment, installation, software and hardware maintenance, configured to interface with DOF CANVAS data, LPR equipment and software training, software licenses, software and hardware upgrades if necessary) and LPR-mounted-vehicle and all other LPR system-associated costs;

NOTE₁: all LPR software must be supported by the Contractor and must always include security protocols which have been approved by the City's authorized representative, at no extra cost to the City.

NOTE₂: The Contractor's LPR software must be configured to upload DOF's Boot-Eligible Vehicle data containing the most current record of Boot-Eligible Vehicles derived from CANVAS (currently once daily) from an FTP site provided by the City or an API. The LPR software must be programmed to match license plate reads against the Boot-Eligible Vehicle data and alert the Booter that they have located a Boot-Eligible Vehicle.

NOTE₃: the Contractor must access CANVAS directly from the Contractor's mobile device, in order for the Contractor to:

- i. verify the LPR identified Boot Eligible license plate and vehicle, and
 - ii. input data into CANVAS concerning a vehicle that has been Booted, and
 - iii. receive notice in real time from CANVAS concerning a vehicle whose Boot needs to be Released; and
 - iv. input data into CANVAS in real time concerning a vehicle whose boot has just been Released.
- d. a stand-alone computer or mobile device, fully configured, maintained, and supported, and complete with all required appurtenances necessary to enable communication with CANVAS in accordance with NOTE₃ above;
- e. all vehicles and maintenance of vehicles, including LPR-installed vehicle(s) (all subject to approval by CDA), and vehicle operating expenses;
- f. communication devices and related third-party service providers;
- g. uniforms for personnel involved in Booting;
- h. signage (as designed and approved by DOF), signage creation, and signage installation, as may be necessary, as relates to the Booting program;
- i. PCI (and all other data and security requirements) and DSS compliance, as applicable.

3. Performance Requirements

Booting operations at ORD must be performed in all public lots of the airport and any City property within the airport. These areas include all employee parking lots or parking areas used by City of Chicago employees and any other parking for airline employees.

- a. Booting Hours of Operation

The operations must be performed during the Booting Hours of Operation as set forth in the Agreement between the Contractor and City of Chicago.

Contractor must Boot all Boot-Eligible vehicles 7 days per week, 365 days per year, including holidays, 24-hours per day. This will require the Contractor to upload a new Boot-Eligible

Vehicle File at least two times per day.

Contractor must Release Boots, as required, 24-hours a day, 7-days a week, 365 days a year. Since scofflaws are able to make payment for unpaid scofflaw debt owed 24/7/365, Boots must be Released immediately (within 15 minutes) after receipt of Release notice via CANVAS.

b. Service Level Requirements

The City has a right to audit service levels and is provided access to restricted areas for the audit such as City lots, airline parking areas, etc.

As a minimum Service Level Requirement for Booting using LPR to identify Boot Eligible vehicles:

- Contractor must use LPR to scan and read on average, a minimum of 12,000 plates per day;
- Contractor must Boot all Boot-Eligible Vehicles to which there is a confirmed match between the Boot-Eligible Vehicle's license plate and the most recent Boot-Eligible Vehicle data loaded into the Contractor's LPR system;

Contractor must provide a daily report indicating the total number of license plates scanned by the LPR, the number of matches that the LPR system software identified as a match, the license plate numbers matched and verified, and also report the number of false-positive. (A "false-positive" is when the LPR software considers a vehicle's license plate as a match to a Boot-Eligible Vehicle's license plate, but is, in fact, an error made by the LPR software. The error must be recognized when the Booter looks at the vehicle's actual license plate and compares it to the license plate on the Boot-Eligible Vehicles list. Occasionally, for example, the number "2" on a license plate is falsely read by the LPR software as being the letter "Z" (and vice versa), or the letter "O" as the number "0" etc.);

- In the event a customer expresses a desire to register a complaint, the Contractor must respond prudently and reasonably direct the customer to call the City's "311" Customer Service phone number and allow the City to process the complaint appropriately; or, if concerning the Boot removal process direct the customer to call 312-744-PARK (and as per the instructions indicated on the adhesive sticker placed on the Booted vehicle's window);
- Boot Releases must be made within 15 minutes from the minute CANVAS notifies the Contractor to Release a Boot. After the Boot has been Released, CANVAS must then be immediately updated by the Contractor with Release Information.

c. Service Level Credits

The following Service Level Credits will apply (unless there were no Boot-Eligible Vehicles parked at any of the O'Hare Airport parking lots during the days the Service Level Credit is being considered, or if the weather conditions were so severe as to have the DOF authorized representative approve the exemption of requiring the Contractor to perform at the Service Levels listed above).

- i. If Contractor fails to meet a Service Level for Booting on more than one day per calendar month, Contractor must report such event and provide DOF with a Service Level Credit in the amount of \$1,500 for each day after the first day missed in that month that any one Service Level was not achieved.
- ii. The Contractor is allowed to miss no more than one instance per day wherein the Contractor fails to Release a Boot within the first 15 minutes of when the Boot Release should have been performed. If, within that same day, one or more additional instances occur wherein the Contractor misses another Boot Release within the first 15 minutes of when the Boot Release should have been performed, then for each subsequent 15-minute increment thereafter, for each missed Boot Release, the Contractor shall provide a credit to the City equal to \$100 for each 15-minute increment, following the first 15 minutes of when the Boot Release should have been performed but which was not

Released.

d. Service Level Adjustment/Suspension

DOF may determine time periods during which the Service Level Requirements may be temporarily adjusted or suspended. Any such temporary adjustment or suspension will be set forth in writing by the authorized representative of DOF with notice provided to the Contractor.

DOF may waive Service Level Credits when Contractor is able to demonstrate to the authorized representative of DOF reasonable satisfaction that its failure to meet established Service Levels was due to circumstances beyond its reasonable control.

4. Booting Process

The Contractor must perform the Boot operations per the training instructions provided by DOF.

- a. The Contractor must locate all Boot-Eligible Vehicles in the O'Hare Parking lots and other parking areas as described above via LPR technology.
- b. The Booter must apply a Boot to the Boot-Eligible Vehicle. (Refer to the "Boot Application and Removal Procedures".)
 - i. Contractor will be liable for any vehicles damaged during the Booting operation.
 - ii. Contractor must note any wheel, wheel rim, or tire damage prior to applying the Boot.
- c. Following the installation of the Boot, the Booter must affix a City-provided adhesive-backed vehicle immobilization notice to the vehicle.
- d. The Booter must enter the Boot information into the CANVAS utilizing the identified computer having access to CANVAS. If CANVAS is not accessible for any technical reason, Contractor must immediately notify the DOF Manager of Booting Operations, or other authorized individual(s), who will then take appropriate actions to account for the Booted vehicle and reinstate accessibility into CANVAS.
- e. Contractor must perform all necessary data entry updates into CANVAS.
- f. When a vehicle has been immobilized (Booted) by the Contractor at any of the O'Hare parking lots and the allotted time indicated below has passed, the Contractor must contact the authorized representative of DOF in order to have the Booted vehicle towed by DSS.
 - i. All immobilized vehicles will be towed to a City-approved location by the City.
 - ii. Contractor must contact authorized representative of DOF in order to have specified Booted vehicles towed if vehicles are not Released within the following timeframes:
 1. Notification for each vehicle shall occur on the eleventh (11th) day from the initial date of Boot installation for each Booted Vehicle from Lots A, B, and C.
 2. Notification for each vehicle shall occur on the sixteenth (16th) day from the initial date of immobilization for each Booted vehicle from Lots D, E, F, and G.
 - iii. All vehicles that require towing may also be required by DSS to be moved to a lot that is accessible to a City or third-party tow truck which cannot clear the parking structure where the vehicle to be towed is situated due to some physical limitation of the City or third-party truck (e.g., height of structure is too low). The Contractor must recognize and advise DOF of such scenarios.
- g. Immediately after the Contractor is notified via Canvas that a vehicle is eligible for Release, Contractor will Release the Boot in accordance with the Service Levels Requirements section.
- h. Contractor must generate a parking fee invoice associated with each towed vehicle and enter the parking fee balance due in the CANVAS System, if applicable. (The City will collect the parking fee when the towed vehicle is released from the Auto Pound.)
- i. After Release of the Boot, the Booter must enter the Release information into CANVAS. If CANVAS is not accessible for any technical reason, Contractor must immediately notify the

DOF Manager of Booting Operations, or other authorized individual(s), who will then take appropriate actions to enter the applicable data and reinstate accessibility into CANVAS.

- j. Contractor must cooperate with the City's DSS, including DSS contractors, who will tow vehicles to the Auto Pound.

5. Reports

Weekly Reports: Contractor must provide reports on a weekly basis and deliver them to the authorized representative from DOF. The City reserves the right to change or request new reports as reasonably deemed necessary. Weekly reports must include, but are not limited to, the following:

- a. total number of Boot-Eligible Vehicles identified by LPR as a match to the Boot-Eligible Vehicle list, per day;
- b. total number of Boots applied per day;
- c. total number of Boots applied at each O'Hare parking lot;
- d. total number of Boots Released;
- e. total number of vehicles towed, (noting if Boots or locks have been damaged);
- f. total number of Boots (or vehicle) "gone on arrival" (GOA) or presumed stolen;
- g. total number of plates "read" by LPR per day, per shift / per LPR operator;
- h. total number of false-positives;
- i. total number of hours/days that the Contractor's LPR system was not functioning properly, and comments explaining what actions were then taken.

Monthly Reports: Contractor must provide reports on a monthly basis and deliver to the authorized representative from DOF. Monthly reports must include:

- a. Total number of customer complaints, if any;
- b. "Performance measure reports" must document and explain all fluctuations in booting totals, whether booting is up or down from the previous month, and must compare a year-to-date figure.
- c. The performance, in terms of quantifying the number and frequency of Boots applied and other Boot-related operations, between their Booting employees and share those reports with their management, in an effort to teach and encourage Boot performance increases and other efficiencies. Some examples of data contained in these reports would be:
 - i. Hours worked per employee
 - ii. Number of boots applied per hour
 - iii. Number of vehicles parked per day (if this data is available) compared to how many vehicles were booted;
 - iv. Weather reports – snow-covered plates or other extreme weather conditions making plates un-readable;
 - v. Occurrences of when and what type of hardware/software technical errors or malfunctions occurred and handled, etc.

All reports must be submitted to the authorized representative from DOF via e-mail or fax, or in any other reasonable manner approved by DOF.

6. Boot Application and Removal Procedures

Note: The City reserves the right to amend the Boot Applications and Removal Procedures whenever necessary and upon notice to the Contractor.

The following description of booting procedures may vary depending upon the actual type of Boot device available.

After a Boot-Eligible vehicle has been identified, the Booter should park their vehicle as close as possible to the vehicle to be immobilized. The Booter should park directly in front or in back of the vehicle. This gives the Booter a safety shield while applying the Boot and prohibits the owner from entering the vehicle and driving away while the Boot is being applied.

When a vehicle is parked in an ORD parking lot, the Boot should be applied to the driver's side of the vehicle on the rear tire. By applying the Boot to the driver's side, the vehicle owner has a better chance of noticing the Boot when approaching or entering the vehicle in the parking lot.

a. Installation of Boot

- To Apply Jaw Assembly

Position the jaw around the back of the tire so the ends of the jaw firmly grasp the tire rim lip on both the inside and outside. The jaw locking bolt must be locked in place by using a 13/16" socket ratchet, turning clockwise until completely tightened. Test the grip strength by shaking the jaw from side to side. Note: For easier application, place socket ratchet over jaw bolt head prior to positioning jaw on wheel rim.

- To Apply Arm Assembly

Place arm over outside of jaw assembly fitting arm retainer ear into coordinating grooves. As this is done, dish will fit over wheel cover. Make sure the bolt connecting the arm to the jaw is placed to the left of the lock box hole so that the arm is firmly in place prior to tightening the bolt. The arm retainer bolt must be locked in place by using a 13/16" socket ratchet, turning clockwise until completely tightened.

- To Apply Lock

Place lock box cover over lock box, sliding the shank into the coordinating sleeve. Hook padlock through holes on underside of lockbox. Padlock should be closed in a forceful manner to ensure that Boot is secure. Test padlock by pulling it backwards.

After application of the Boot, the Booter will affix an orange adhesive-backed notification sticker to the lower right area of the driver's window. The Booter will return to his vehicle to enter the Boot information into CANVAS.

b. Removal of Boot

Upon notice a vehicle is eligible for Release via CANVAS, Booter must proceed immediately to the applicable vehicle to Release the Boot.

When the Booted vehicle has been located, the Booter should park their vehicle as close as possible to the vehicle to be released. The Booter should park directly in front or in back of the vehicle. This gives the Booter a safety shield while removing the Boot.

The Booter should unlock the padlock, which is located on the underside of the lock box. After padlock is removed, the Booter should remove the cover from the lock box and loosen the arm retainer bolt using a 13/16" socket ratchet, turning counter clockwise. The Booter should then loosen the jaw locking bolt in the same manner.

Once the Booter has removed the Boot, the Contractor must enter the actual time of Release and other related Release information into CANVAS.

c. Vehicle Impoundment

Contractor must record the date and time a vehicle was Booted, the location of each Booted vehicle and a record of applicable vehicle Releases. This information is used to determine the vehicle's eligibility for towing and impoundment.

Vehicles with locking hubs that cannot be towed by the rear of the vehicle, and which are parked inside one of the ORD garages (and which cannot be towed by DSS tow truck because of the tow truck's height or other physical constraints), may need to be towed to one of the ORD surface lots, where a DSS designated tow truck will have physical access to the Booted vehicle.

7. Vehicle Booting Price Proposal

DOF requires one fully-loaded price for the booting scope of work to be submitted in conformance with the following:

- The Respondent's proposed price shall be a fully-loaded unit price ("Per Boot Price"). The Per

Boot Price must include all costs such as, but not limited to: services; labor wages and benefits; cost of living increases; uniforms; gas; insurance; vehicles and vehicle maintenance; signage (if required); LPR system equipment, software, software upgrades, installation, system maintenance, and support; profit; overhead; taxes; licensing; security; etc.

- Per Boot Price price-adjustments will be considered upon request made by the Contractor to the City upon each anniversary date beginning on the award date of the contract and every anniversary date thereafter. However, the amount by which the Per Boot Price may be increased and its effective date must be approved by the Chief Procurement Officer in accordance with the contract change/Amendment process. Per Boot Price price-adjustments will not be unreasonably withheld if supported with relevant documentation and if deemed to be in the best interest of the City.
- The Per Boot Price is subject to negotiation during the contract negotiation phase of the RFP process.
- Respondent may provide other pricing options which the City may consider, such as, but not limited to, tiered pricing, where, for example, a tiered price structure would provide a lower Per Boot Price paid by the City for the first tier (zero-to-X number of Booted vehicles) and after that first tier/quantity has been reached, then an incremental unit price increase may apply for those number of Booted vehicles greater than X, etc.

For reference purposes only the following table below indicates historical data with respect to the number of Boots installed relative to the number of paid exits at O'Hare Airport. (A "paid exit" is a count of the number of vehicles which entered an O'Hare Airport parking lot, and then later paid the parking fee before exiting the parking lot.)

YEAR	BOOTS INSTALLED	PAID EXITS
2018	1,888	3,516,788
2017	1,751	3,606,772
2016	1,741	3,851,076

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Attachment F

Ground Transportation Monitor Duties

Attachment F

Ground Transportation Monitor Duties

Summary: The dispatching of taxis and limousines, providing transportation information to the traveling public, verification of tax registration and the collection of tickets and transportation documents.

Essential Duties and Responsibilities

1. Greeting and directing the traveling public to the proper taxi and limousine lanes.
2. Obtaining passenger destination information and requirements.
3. Assisting with luggage
4. Opening and closing of taxi doors and trunks
5. Collecting all terminal tickets and prearranged forms.
6. Validate and cancel all MPEA ADT stamps provided by ground transportation providers according to City Policies and Procedures.
7. Assure a valid MPEA ADT Stamp is provided with all tickets and prearranged forms.
8. Assisting with traffic mitigation.
9. Preparing shift end reports
10. Controlling access gates into terminals
11. Using basic deductive logic to determine commercial vehicle requirements and dispatching the appropriate number of vehicles. Call down taxis from the Commercial Vehicle Holding Area (CVHA) as required by Airport patron demand.
12. Assist with enforcing "No Dwell Time" in the livery lane.
13. Issue short trip tickets to taxi drivers after verifying airport patron's destination. Time stamp all short trip tickets.
14. Work with O'Hare Police Detail whenever requested.
15. Enforce rules and regulations set forth by the Department of Business Affairs and Consumer Protection (BACP) required for public chauffeurs.
16. Explain different types of public transportation available when requested.
17. Explain Blue Line train information when requested.
18. Explain the meter taxi system verse share-a-ride system when requested.
19. Keep the airport patron line in an orderly first come first serve basis
20. Maintain crowd control during peak volume periods.
21. Attend court hearing regarding public vehicle operation division violations. Most hearing can be performed via the telephone.
22. Verify that all registrations required by DOF and BACP are current and properly displayed. Non-compliant vehicles and scofflaws identified by DOF should be denied access to the airport. Notify Chicago Police Department to issue a ticket, if applicable.

23. Ensure ground transportation provider vehicles have undamaged, readable license plates, and if not deny access to the airport.
24. Ensure all taxis, City and suburban, and pre-arranged limos stop at designated License Plate Recognition (LPR) camera sites.

Taxi and Limo Staging Area

1. Dispatch City taxis, suburban taxis and limos in an orderly fashion when requested by terminal starter.
2. Validate all MPEA stamps, tickets, and collect all pre-arranged limo and suburban taxi forms and short trip when dispatching to the terminal. Issue ticket stub to taxi and pre-arrange limo and suburban taxi form(s) to limo suburban taxi drivers for terminal loading.
3. Stamp short trip tickets and issue short trip ticket stub for terminal loading.
4. Monitor staging area and report any problems to supervisor.

Ground Transportation Supervisor Duties

1. Supervise Ground Transportation Monitors and assist with operations.
2. Oversee all forms of Ground Transportation to ensure all vehicles are properly staged, and report discrepancies to O'Hare Chicago Police Department.
3. Collect all tickets collected from the prior shift.
4. Audit tickets collected from the prior shift.
5. Maintain Daily Activity Report in Excel and forward the information to the Monthly Report. Forward the O'Hare Ground Transportation Access Permit Log with access permits to DOF by the 10th of the following month.
6. Attend all meetings relevant to Ground Transportation as required.
7. Schedule Ground Transportation Monitors as required.
8. Load ticket dispenser as required.

NOTE: Metropolitan Pier Exposition Authority (MPEA) passed an Airport Departure Tax Ordinance. Additionally, per the Municipal Code of Chicago, certain vehicles are required to pay the Ground Transportation Tax on a daily basis for each day they are at the airport with a passenger. The taxes are administered as described below:

Taxi and limousine drivers are required to submit a valid MPEA Airport Departure Tax Stamp to the starter on duty before loading passengers in the terminal lane. Taxi and limousines have a sign on them explaining the Departure Tax and that the driver can pass the cost to the airport patron.

Currently, other categories of ground transportation providers, such as Buses, do not pay the tax via a tax stamp. They remit the tax along with a monthly MPEA Tax return, filed with the Department of Finance on passenger loads.

Currently, suburban taxis and limousines are required to pay, and register to be automatically charged, the Ground Transportation Tax on a daily basis for each day they are at the airport with a passenger. LPR cameras read license plates at designated camera sites and charge the ground transportation provider's account accordingly.

Ground Transportation Director

1. Oversees all aspects of Ground Transportation.
2. Schedule and conduct meetings with all Ground Transportation users on a monthly basis.

3. Perform monitor supervisor duties as required.
4. Answer customer of ground transportation user's complaints or comments as required.

Ground Transportation Audit Operations Procedure

Monitor Report must be filled out by starters in the following manner:

1. Starter's name, shift, booth number and date
2. All tickets and forms collected must be counted and recorded during each shift. If any spitter tickets are changed during a shift they must be listed in the comment section as new starting and ending numbers. The last ticket from the old bundle would be the original ending number.
3. Meter counts refer to the starting number of the shift and ending number of the shift.
5. All tickets, pre-arranged taxi and limousine forms must be turned in at the end of your shift with your Monitor Report.
6. List pre-arranged Taxi Total, as they are not listed in the hourly column.
7. "DO NOT" list anything in the RE-CAP section. That section is for office personnel only.

Supervisor / Office Personnel Daily Activity Report

1. All monitor reports must be audited after their shift or as time warrants. Tickets, limousine forms, MPEA stamps, and any other information must be counted or verified.
2. The following day, the Daily Activity Report must be filled out by compiling all Monitor's Report information into one report. Staple of monitor reports to the Daily Activity report for filing.
3. All Daily Activity report information must be transferred to the Monthly Summary on a "daily basis" including the O'Hare Ground Transportation Access Permit Log. All information must be double checked for accuracy.
4. All spitter tickets that are changed during a monitor's shift must be recorded with a new starting number in the comment section of monitor's report. Machine voids must be labeled M/V's, initialed and then given to the monitor on duty. They must list them in the comment section. This will assure an accurate ticket count. When completing the daily activity report the new ticket readings must be listed in the comment section.

Short Trip Ticket Forms

Short trip tickets given to starters must be listed on the inventory form. The supervisor or office personnel must verify tickets at the end of the shift.

Attachment G

General Maintenance Cleaning – Quality Standards

Attachment G

General Maintenance Cleaning – Quality Standards

Maintaining Quality Cleaning Standards

Achieving a clean facility and keeping it clean requires cooperation and supervision. Because the work is spread out over several surface lots, communication between Managers and attendants it is essential to know that cleanliness of the facility 24 hours a day, 365 days a year. Quality inspection standards must be applied and maintained. Reliable, timely information about the cleanliness condition of the facility must flow throughout the entire organizational structure.

The Facility Inspection Checklists (Sample Maintenance Schedules (Shift 1 - 6:00 a.m. – 2:00 p.m. and Shift 3 – 10:00 p.m. – 6:00 a.m.)) should be completed by the Parking Manager at least once per day. On a monthly basis, the General Manager should accompany a Manager during the performance of an inspection. All Managers should review a copy of all completed inspection checklists.

Definitions:

1. **Cleaning:** Cleaning is defined as the complete, detailed housekeeping of an area, including but not limited to sweeping, scrubbing, washing, dust-mopping, and damp and wet mopping or vacuuming entire areas.
2. **Policing:** Policing is defined as the minimum type of housekeeping necessary to help maintain a uniformly acceptable level of cleanliness and appearance between cleanings. Policing includes, spot sweeping, spot scrubbing, dust-mopping, spot vacuuming, pick up litter, spot mopping to remove spills and spoilage, emptying filled waste receptacles, re-supplying and disinfecting washrooms, spot wiping fixtures and gum removal. The materials, tools and equipment used policing are generally the same as are used in cleaning

Surface Lot Areas – Entrance and Exit Lanes

General: Surface lot area cleaning and maintenance should be accomplished by completing such tasks as policing; spot cleaning, wet mopping, machine sweeping, hand sweeping corners and inlets, between, beneath, in front of and behind parked cars; and vacuuming. The goal of the cleaning program should be to clean the entire facility at least once every week.

Safety warning signs, “wet floor” signs, etc., should be set up in areas where cleaning and/or wet floors conditions may be a hazard. No dirt or debris should be left in corners, behind curbs beneath parked vehicles or inlets. Gum and other foreign matter should be removed during the policing and cleaning process. Observable dirt and debris beneath, in front of or behind parked vehicles, or other hard to reach areas should be picked up, swept by hand or vacuumed.

Specific Instructions

1. The entire Parking Facility should be policed and free of all litter and debris.
2. All parking areas should be swept and cleared of all remaining dirt, sand and debris with an automotive machine sweeper.
3. Degreasing and/or cleaning fluids may be dispensed on built-up grease and oil stains located in parking stalls and on entrance and exit lanes.
4. After facility cleaning activities, the parking areas should be sufficiently clean that they, at a minimum, are free of standing water, dirt, debris, and other foreign materials, and present an appearance of overall cleanliness.
5. Standing water should not be left on any floor. It should be removed with a Wet-Vac.
6. Signs, columns, railings, overhead pipes, curbs and fire hose containers should be checked for paint touch-up.

7. The surface of the fire hose containers should be clean and free of stains, spots, streaks, fingerprints and other foreign matter. Dust, dirt and other foreign matter should be cleaned from all ledges and horizontal surfaces.
8. Signage should be inspected for integrity and operation. Any sign found missing or damaged should be reported to the Manager.
9. The surface of all signs should be clean and free of stains, streaks and other foreign substances. Surfaces should be wiped with a rag and cleaner to remove dirt, dust, etc.
10. Light fixtures and illuminated signs throughout the entire facility should be checked for operation. Any lamps or signs that are not lit or illuminated should be reported to the Supervisor.

Frequency

Shift 1:

1. Policing of the parking areas, exit and entrance lanes should be accomplished at least three (3) times daily.
2. Signs should be cleaned at least once each month on Saturday, Sunday or Monday, or as time permits or other days, or as conditions requires.
3. Cleaning and touch-up paintings of signs, columns, islands, platforms, etc. should be performed once each month of a Saturday, Sunday or Monday, or as time permits on other days or as condition require.

Shift 3:

1. Each driving aisle in each lot, including entrance and exit lanes, should be swept by machine and by hand daily.
2. Entrance and exit lanes in each revenue lot should be cleaned daily.

Cashier Booths

General: Cleaning and maintenance of cashier booths should be accomplished by completing such task as policing, spot cleaning, emptying and cleaning trash receptacles. Wet mopping, sweeping and scrubbing, and/or vacuuming the goal of the cleaning program should be to clean each cashier booth once each day.

1. Extreme caution should be used when washing surface around or in the vicinity of electrical equipment. Water and other liquid solution will cause shocks, and could short circuit the parking/revenue control system.
2. It is the cashier's responsibility to secure all tickets, data records, equipment and cash.

Specific Instructions:

1. Floors should be damp mopped with detergent solution and rinsed with a clear solution. Floor surfaces should be free of all dirt, stains, soil and debris.
2. All ashtrays and trash receptacles should be emptied and cleaned with a detergent solution to remove dirt and soil. Trash can liners should be replaced with a fresh liner.
3. Telephone surfaces should be cleaned until they are free of stains, spots, streaks, fingerprints and other foreign matter. Mouth and ear pieces should be sanitized.
4. Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be free of tape, papers, smudges, fingerprints and dirt spots.
5. Dust, dirt and other foreign matter should be cleared from the fee computer, all edges and horizontal surfaces.

6. Inside and outside walls should be clean and free of watermarks, scratches, dirt, spots, streaks, smudges and other foreign matter.
7. All painted surfaces should be checked for paint touch-up.
8. All lights should be checked. Any lamps that are burned out or broken should be repaired/replaced immediately.

Frequency

Shift 1 (6:00 a.m. – 2:00 p.m.):

1. The interior of the cashier booth should be policed at least twice each day.
2. Paint touch-up should be accomplished each month (as required) on Saturday, Sunday or Monday, or as time permits on other days or as conditions require.

Shift 3 (10:00 p.m. – 6:00 a.m.):

1. The interior of the cashier booths should be cleaned at least once daily.
2. The exterior of the cashier booths should be cleaned at least once each week on a Saturday, Sunday or Monday or as time permits on other days, or as conditions require.

General:

1. Cleaning of the office should be accomplished by completing such task as policing, spot cleaning, emptying and cleaning trash receptacle, wet mopping, sweeping and vacuuming.
2. The goal of the cleaning program should be to clean the office each week.

Specific Instructions:

1. Safety warning signs should be set up in areas where cleaning and/or wet floor conditions may be a hazard.
2. Carpets should be swept or vacuumed to be free of dust, dirt and debris.
3. Carpets should be thoroughly cleaned to be free of dust, dirt stains and spots using spot remover or spot shampooing. Remove all residues from shampooing.
4. Uncarpeted floor surfaces should be dusted with a treated dust mop, or wet mopped or spray buffed to be free of all dirt, stains, soil and debris.
5. Dust and dirt should be removed from all horizontal and vertical surfaces using a lightly treated dust cloth.
6. All equipment and furniture moved during the cleaning process should be returned to its proper position after cleaning.
7. Dust, dirt and other foreign matter should be cleaned with office equipment, CRT and computer equipment cleaner.
8. Extreme caution should be used when washing surfaces around or in the vicinity of electrical equipment.
9. Water and other liquid solutions will cause shocks, and could short circuit the parking/revenue control system and computer equipment.
10. All painted surfaces should be checked for paint touch-up.

11. All ashtrays and trash receptacles should be emptied and cleaned with a detergent solution to remove dirt and soil. Trash can liners should be replaced with a fresh liner.
12. Telephone surfaces should be cleaned until they are free of spots, streaks, smudges, fingerprints and other foreign matter. Mouth and earpieces should be sanitized.
13. Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be free of tape, papers, smudges, fingerprints and dirt spots.

Frequency:

Shift 1:

1. The office should be policed daily.
2. Paint touch-up should be accomplished each month (as required) on Saturday, Sunday or Monday, or as time permits on other days, or as conditions require.

Shift 3:

1. The office should be cleaned at least once daily.
2. Uncarpeted floors should be waxed once each week on a Saturday, Sunday or Monday, or as time permits on others days, or as conditions require.
3. Carpets should be shampooed once monthly.

Parking Equipment

General:

1. Extreme Caution must be taken to avoid getting dirt, dust, water, cleaning fluids, or any other foreign matter inside any ticket spitters, gate housings, cash registers, etc.
2. Surfaces: Issuing Machines and barrier gates housings and gate arm surfaces should be cleaned until they are free of stains, spots, streaks, smudges, fingerprints, dirt, dust, and other foreign matter.

Specific Instructions:

1. Dust and dirt and other foreign matter should be cleaned from all ledges and horizontal surfaces with a cloth and detergent solution.
2. Islands and adjacent entrance/exit lanes should be free of dirt, stains gum and other foreign matter and present an appearance of overall cleanliness.
3. Island should be washed and scrubbed by hand with a wet mop or utility brush and a detergent solution. Lanes adjacent to the island should be degreased, scrubbed and washed thoroughly by machine or by hand.
4. All painted surfaces should be checked for paint touch-up.

Frequency:

Shift 1

1. Parking Equipment and islands should receive touch-up painting at least once monthly on Saturday, Sunday or Monday or as time permits on other days, or as conditions require.

Shift 3:

1. Parking equipment should be cleaned each day.

2. Island should be cleaned and painted (touch-up) at least once monthly on a Saturday, Sunday or Monday, or as time permits on other days or as conditions require.

Maintenance Equipment:

Instructions regarding the use, cleaning and maintenance of sweeping machines should be read and understood before an operator attempts to use and/or clean or service the equipment.

Sweeper:

1. Before using a sweeper, the operator should at a minimum:
 - a. Check that fluids (e.g. oil, fuel are adequate).
 - b. Check that the radiator is cleaned of dust and dirt.
 - c. Inspect hoppers and insure that the area is cleaned
 - d. Inspect brushes and tires for fit, wear and proper adjustment
2. After its use, the operator should, at a minimum, empty or clear the hoppers of dust and dirt, hose off the sweeper and inspect the brushes for wear and tear.

Frequency:

Shift 3

1. The sweeper should be inspected, checked and cleaned daily.

Attachment H

Sample Maintenance Schedule

Attachment H

Sample Maintenance Schedule

1st Shift (6:00a.m. – 2:00p.m.)

Area	Frequency		
<u>Elevator Center Lobbies: (All Elevator Centers in EPS)</u>	Daily	Monthly	Sat./Sun
• Sweep hard surfaces	X		
• Sweep and Mop islands and railings	X		
• Mop and disinfect	X		
• Empty trash cans	X		
<u>Elevators: (All Elevators in EPS)</u>	Daily	Monthly	Sat./Sun
• Sweep, mop, and disinfect hard surfaces	X		
• Spot check for fingerprints	X		
<u>Elevators Center Stairwells: (All Stairwells in EPS)</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Sweep and mop	X		
• Dust railings	X		
<u>Contractor's Administration Offices:</u>	Daily	Monthly	Sat./Sun
• Vacuum rugs	X		*X
• Sweep and mop floors	X		
• Empty trash cans	X		
• Dust surfaces	X		
• Wash trash cans as needed		X	
<u>Lunchroom:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop, and disinfect hard surfaces	X		
• Wipe vending machines and dust surfaces	X		
• Empty trash cans	X		
<u>Toilets (at Cashier Plaza and at Cashier Booths):</u>	Daily	Monthly	Sat./Sun
• Wash and sanitize units Sweep and mop floors	X		
• Refill toilet paper, paper towels, and soap dispensers	X		
• Empty trash cans	X		
<u>Cashier Booths:</u>	Daily	Monthly	Sat./Sun
• Sweep and mop	X		
• Wipe countertops and equipment	X		
• Empty trash cans	X		
• Clean glass, signage, ticket dispenser and gates	X		
• Sweep islands	X		
<u>Ground Level of the E Lot ATS Station</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Empty trash cans	X		
• High-pressure power wash twice a year: spring/fall			
<u>Parking Levels:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Sweep and mop	X		
• Power sweep and scrub (weekly)*Friday-Sunday	X		
<u>All Surface Lots:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Empty trash cans	X		
• Sweep and wipe down bus shelters	X		

2nd Shift (2:00 p.m. – 10:00 p.m.)

Area	Frequency		
	Daily	Monthly	Sat./Sun
<u>Elevator Center Lobbies: (All Elevator Centers in EPS)</u> <ul style="list-style-type: none"> Sweep hard surfaces Sweep and Mop islands and railings Mop and disinfect Empty trash cans 	X		
	X		
	X		
	X		
<u>Elevators: (All Elevators in EPS)</u> <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Spot check for fingerprints 	X		
	X		
<u>Elevators Center Stairwells: (All Stairwells in EPS)</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Dust railings 	X		
	X		
	X		
<u>Contractor's Administration Offices:</u> <ul style="list-style-type: none"> Vacuum rugs Sweep and mop floors Empty trash cans Dust surfaces Wash trash cans as needed 	X		*X
	X		
	X		
	X		
		X	
<u>Lunchroom:</u> <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Wipe vending machines and dust surfaces Empty trash cans 	X		
	X		
	X		
<u>Toilets (at Cashier Plaza and at Cashier Booths):</u> <ul style="list-style-type: none"> Wash and sanitize units Sweep and mop floors Refill toilet paper, paper towels, and soap dispensers Empty trash cans 	X		
	X		
	X		
<u>Cashier Booths:</u> <ul style="list-style-type: none"> Sweep and mop Wipe countertops and equipment Empty trash cans Clean glass, signage, ticket dispenser and gates Sweep islands 	X		
	X		
	X		
	X		
	X		
	X		
<u>Ground Level of the E Lot ATS Station</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Empty trash cans High-pressure power wash twice a year: spring/fall 	X		
	X		
<u>Parking Levels:</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Power sweep and scrub (weekly)*Friday-Sunday 	X		
	X		
	X		
<u>All Surface Lots:</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Empty trash cans Sweep and wipe down bus shelters 	X		
	X		
	X		
	X		

3rd Shift (10:00 p.m. – 6:00a.m.)

Area	Frequency		
	Daily	Monthly	Sat./Sun
<u>Elevator Center Lobbies: (All Elevator Centers in EPS)</u> <ul style="list-style-type: none"> Sweep hard surfaces Sweep and Mop islands and railings Mop and disinfect Empty trash cans 	X		
	X		
	X		
	X		
<u>Elevators: (All Elevators in EPS)</u> <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Spot check for fingerprints 	Daily	Monthly	Sat./Sun
	X		
	X		
<u>Elevators Center Stairwells: (All Stairwells in EPS)</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Dust railings 	Daily	Monthly	Sat./Sun
	X		
	X		
	X		
<u>Contractor's Administration Offices:</u> <ul style="list-style-type: none"> Vacuum rugs Sweep and mop floors Empty trash cans Dust surfaces Wash trash cans as needed 	Daily	Monthly	Sat./Sun
	X		*X
	X		
	X		
	X		
		X	
<u>Lunchroom:</u> <ul style="list-style-type: none"> Sweep, mop, and disinfect hard surfaces Wipe vending machines and dust surfaces Empty trash cans 	Daily	Monthly	Sat./Sun
	X		
	X		
	X		
<u>Toilets (at Cashier Plaza and at Cashier Booths):</u> <ul style="list-style-type: none"> Wash and sanitize units Sweep and mop floors Refill toilet paper, paper towels, and soap dispensers Empty trash cans 	Daily	Monthly	Sat./Sun
	X		
	X		
	X		
<u>Cashier Booths:</u> <ul style="list-style-type: none"> Sweep and mop Wipe countertops and equipment Empty trash cans Clean glass, signage, ticket dispenser and gates Sweep islands 	Daily	Monthly	Sat./Sun
	X		
	X		
	X		
	X		
	X		
<u>Ground Level of the E Lot ATS Station</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Empty trash cans High-pressure power wash twice a year: spring/fall 	Daily	Monthly	Sat./Sun
	X		
	X		
<u>Parking Levels:</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Sweep and mop Power sweep and scrub (weekly)*Friday-Sunday 	Daily	Monthly	Sat./Sun
	X		
	X		
	X		
<u>All Surface Lots:</u> <ul style="list-style-type: none"> Police area for foreign matter and debris Empty trash cans Sweep and wipe down bus shelters 	Daily	Monthly	Sat./Sun
	X		
	X		
	X		

Special Projects – Times may vary as to not interfere with operations

Area	Frequency		
	Daily	Monthly	Sat./Sun
Cashier Booths: All Shifts <ul style="list-style-type: none"> • Scrub and mop hard surfaces • Wash glass and signage • Wash gates and equipment • Wipe off equipment 		X	
		X	
		X	
		X	
		X	
Elevators Center #7 <ul style="list-style-type: none"> • Scrub and wax floors • Wash glass interior/exterior and dust signage 	Daily	Monthly	Sat./Sun
		X	
		X	
Bus Shelters: 2nd & 3rd Shifts <ul style="list-style-type: none"> • Wash glass interior/exterior • Sweep and power wash islands 	Daily	Monthly	Sat./Sun
		X	
		X	
Ramps: All Shifts <ul style="list-style-type: none"> • Power sweep 	Daily	Monthly	Sat./Sun
	X		
Garage Office: All Shifts <ul style="list-style-type: none"> • Wash glass 	Daily	Monthly	Sat./Sun
			X
Elevators: 1st –E/C #1-2 – 2nd - E/C #5-6 – 3rd - E/C #3-4 <ul style="list-style-type: none"> • Detailed clean-up • Scrub and wax floor as needed • Clean elevator tracks 	Daily	Monthly	Sat./Sun
	X		
			X
			X
Outside Lots: All Shifts <ul style="list-style-type: none"> • Power sweep only 	Daily	Monthly	Sat./Sun
		X	
Lobby Glass Doors: 1st –E/C #1-2 – 2nd - E/C #5-6 – 3rd - E/C #3-4 <ul style="list-style-type: none"> • Wash all glass • Empty trash cans 	Daily	Monthly	Sat./Sun
	X		
	X		
Entrance/Exit Lanes: All Lots <ul style="list-style-type: none"> • Degrease oil spots • Use scrubber machines in Lots B, C, and Bridge • Power Wash Machine – Lots D, E, & G 	Daily	Monthly	Sat./Sun
		X	
		X	
		X	
Miscellaneous: All Shifts <ul style="list-style-type: none"> • Check Sweeper and Scrubber Machines • Scrub and wash down all automatic door matting • Clean B rooms(1st –E/C #1-2 – 2nd - E/C #5-6 – 3rd - E/C #3-4) 	Daily	Monthly	Sat./Sun
			X
		X	
		As Needed	

Attachment I
Armored Car Services

Attachment I – Armored Car Services

General

The CDA requires the Contractor to provide professional armored car services (services) which includes the delivery, pick-up, and secured overnight care or storage (when necessary), custody, and control of various City valuables – “valuables” include, but are not limited to United States paper currency, coin currency, credit card receipts and non-cash documents related to City and CDA transactions.

The Contractor shall make scheduled pick-up services at the various CDA locations at Chicago O’Hare International Airport at the scheduled times as listed herein and scheduled deliveries and bank deposits as described herein. The City reserves the right to change the schedule, locations and/or frequency of Services at the Airports.

All CDA location cashiering staff who process paper checks with respect to this Specification will endeavor to scan (i.e. create an electric image of) all bank checks before such checks are picked-up. Only checks that have been scanned as an electronic image shall be picked-up by the Contractor. (It is the City’s intent to store, archive and make retrievable all scanned checks in order for the City to recreate such checks as equivalent to the original check, whenever necessary.) Failure by the CDA to undertake the activities described in this paragraph shall not constitute an event of default under this agreement.

Qualifications

Contractor must provide bonded, insured, armed, uniformed, properly licensed guards who have been trained and qualified in the use and carrying of firearms, are experienced in armored car pick-up and delivery services, and are familiar with driving in the Chicagoland area.

A minimum of two (2) such guards must be provided per armored car vehicle. Guards must wear current photo identification at all pick-up points.

Contractor must provide operating two-way communication equipment for the use by guards. Upon request, the Bidder/Contractor must be in a position certification that its employees have passed background security checks.

Upon request, the Contractor must provide evidence of having sufficient capacity to provide the services, in terms of having a sufficient number of armored car vehicles and guards available to perform the services required by the City, even while providing armored car services to the Contractor’s other customers if applicable.

Armored Car Vehicles

All armored car vehicles used for armored car services provided under the Contract must be properly “armored” and equipped for the service to be performed. No standard street vehicles such as non-armored automobiles, vans, or light trucks can be used. Only armored cars meeting the accepted industry standards for armored car vehicles such as being completely bullet-proof, designed to protect and ensure the wellbeing of the transported contents, and having an average Gross Vehicle Weight (GVW) of 25,000 pounds shall be provided under this Contract.

Licensing

Contractor must comply with all Federal, State, and City laws regarding licensing, permits, registrations, and bonding.

Types of Valuables to be Picked-Up, Held, and Delivered

Unless otherwise specified, the following valuable types will be picked-up at City of Chicago locations and delivered to the designated depositories:

Non-encoded checks: checks received by the City for payment to be deposited for processing by the City designated depository.

Paper currency and coin currency (cash): currency received by the City for payment to be deposited for processing by a City designated depository.

Non-cash documents: may include, for example: deposit slips, cashier reports, other payment transaction records, and other related City documents.

The Contractor must not open any of the City banking bags or valuables while in the Contractor's possession. The Contractor is responsible for depositing the valuables entrusted to it, to a City designated depository or other City-identified location as described herein, and shall be responsible for any losses.

Banking Bags

The City shall place all contents into banking bags and seal all banking bags. All valuables that are picked-up from City locations will be in banking bags (provided by the City) that meet federal guidelines for banking institutions. The delivery location for each bag will be marked by City personnel.

Frequency of Service

Unless otherwise specified, the Frequency of Service (i.e., the Pick-up Frequency and Delivery of Non-encoded Checks, Paper Currency and Coin Currency requirements) indicated for each Department's service location, shall have the following meanings as applicable:

"Monday through Friday" excludes any day that is a City of Chicago designated Holiday.

"Next banking day" means that the valuables picked-up on one day are held-over by the Contractor in a Contractor-designated secure location until the next day that the City's designated depository is open to accept the City's delivery.

For example: if valuables are picked-up on a Friday and are to be delivered the next banking day, and the City's designated depository is open on Saturday and can accept the City's delivery, then the Contractor must deposit the deliverables on that Saturday. However, if the designated is open on Saturday but cannot accept the City's delivery at no fault of the Contractor, until the following Monday, then Monday is the next banking day and Contractor must secure the valuables overnight in a secure location designated by the Contractor until delivered, and immediately provide an explanation to the authorized representative of DOF on that following Monday. If valuables are picked-up on a Saturday and are to be delivered the next banking day, and the City's designated depository cannot accept the City's delivery until the following Tuesday because Monday is a banking holiday, then Tuesday would be the next banking day and the Contractor must also provide an explanation to the authorized representative of DOF on that following Tuesday.

"Once per week" means that the valuables are picked-up and delivered on one designated calendar pick up day one time per week.

“Twice per week” means that the valuables are picked-up and delivered on two separate designated calendar pick up days twice per week. There must be two (2) calendar days in between the pick-up days.

“7-days per week” means every calendar day of the year, unless specific days within the year are otherwise exempt as specified for a specific pick-up location.

Designated Depository Banks

For purposes of this Specification, there are currently three (3) City of Chicago designated depository locations that process the City’s cash and/or checks for deposit into City of Chicago approved treasury accounts. The City of Chicago designated depository bank locations are subject to change, but are currently at the following addresses:

- 1) BMO Harris Vault, 2500 South 25th Ave., Broadview, IL 60155
- 2) JP Morgan Chase, Commercial Cash Services, 10 South Dearborn, Chicago, IL 60603
(NOTE: Currently this JP Morgan Chase bank has a 6:00 PM deadline for the acceptance of deposits.)
- 3) BMO Harris Bank N.A., 111 West Monroe Street, Chicago IL 60603

Courtesy Service – Coin and Paper Currency Change Request for Cashiers

The Contractor shall provide Courtesy Service at no separate charge to the City. A Courtesy Service instance occurs whenever the Contractor picks-up valuables from a City Department location, delivers the valuables to the specified designated depository and, while delivering the Department’s valuables at the designated depository, the Contractor also picks-up a pre-bagged coin and/or paper currency that had been pre-arranged by the authorized representative of the Airports for the Contractor to pick-up from the designated depository contact person, and then delivers the pre-bagged coin and/or paper currency bag(s) back to the Department’s cashier during the Contractor’s next scheduled day back to that Airport location. (The authorized representative of the Airports reconciles the pre-bagged coin and/or paper currency in accordance with an administrative and management agreement between the designated depository and the City.) The Contractor shall provide a Courtesy Service instance as required, provided that the authorized representative of DOF submits a written request to the Contractor at least twenty-four (24) hours in advance of when the Courtesy Service is required.

Tracking System

The Contractor must provide a proven and effective type of electronic or other acceptable chain-of-custody tracking system to be implemented within thirty (30) calendar days of Contract award for all sites to help keep track of and account for valuables as they are exchanged and transferred between City personnel, Contractor, and the City’s designated depository personnel. No pick-up or delivery services will be performed until tracking system is up and running.

The Contractor must provide, implement, and maintain, at no extra cost to the City, a proven and effective type of electronic or other acceptable chain-of-custody tracking system and all necessary equipment, labor for delivery and set-up, if required, all material parts and supplies required by the system, and any training necessary for users to properly utilize the Contractor’s system.

The City reserves the right to inspect and test or have the Respondent otherwise demonstrate the proposed tracking system for evaluation and approval prior to Contract award.

At minimum, the tracking system must be able to demonstrate a reasonably efficient, effective, and reliable chain of custody account involving the submission of City valuables into the Contractor's care, custody, and control, and approved by the Comptroller.

The Contractor must remove all tracking system related materials within a reasonable amount of time, at no cost to the City, upon termination of Contract.

The City shall not be responsible for any costs of tracking system related materials after the Contract termination date.

Transaction History Reports

The Contractor must provide immediate notice and a brief description to the authorized representative of the City in the event there is any problem or instance of a missed pick-up or delivery. Additionally, the Contractor must provide an electronic pick-up and delivery ("transaction") history report upon request from a Department, at no separate charge to the City.

Each transaction history report must be provided within two (2) business days from request, for the specified reporting period as requested. Each transaction history report must, at minimum, detail the chain of custody of City's valuables, indicate the Contractor's personnel performing the armored car services, the time, dates, types of valuables involved, quantity of bags and envelopes involved, and comments for each instance when a pick-up or delivery, or both, were not met on-time in accordance with the Specification.

In the event of a discrepancy between a City Department's records and the Contractor's tracking history, the Contractor will have fifteen (15) calendar days to provide the City Department with supporting documentation to resolve the discrepancy.

Performance Credit for On-Time Pick-Up or Delivery Failure

Notwithstanding any other remedy that the City may pursue in accordance with law, in the event that the Contractor cannot or does not make a pick-up or delivery of valuables at the scheduled time and place, after the cause for the missed pick-up or delivery is verified, a "**performance credit**" shall be due the affected City Department and enable that Department to offset the next available month's bill in the amount of one hundred dollars (\$100) per each instance of a missed pick-up (\$100), or a missed delivery (\$100), or both ($\$100 \times 2 = \200).

Furthermore, the Contractor is required to immediately report to the Department's authorized representative (and leave a voice mail message if necessary) describing the service failure incident and the cause of the failure, etc. If a voice mail message must be left with the authorized representative from the Department, then the next business day the Contractor must immediately notify the Department's authorized representative or his designee, in person, and notify them of the service failure incident in writing via email to the authorized representative(s).

Two-Person Integrity (TPI) and Ten (10) Minute Wait-Time

The Contractor shall provide Two-Person Integrity (TPI) at no additional charge to the City. The first key is under the possession and control of an authorized representative of CDA (cashier), while the second key shall be by the Contractor (to be provided to the Contractor by the City upon Contract award) and be kept under the possession and control of the Contractor (armored car drivers designated for particular TPI locations). At no time, therefore, shall any one person have in his or her possession both of the two separate keys required to unlock such safes.

Upon arrival by the Contractor for pick-up at locations requiring TPI, the Contractor must provide the second key required for such locations and unlock the safe along with the City's authorized staff. In addition, after the safe has been unlocked, the Contractor must wait up to ten (10) minutes in order to provide that time for the cashier to account for the contents to be counted before being taken by the Contractor. (Typically, the cashier will summarize the total dollar figures indicated on each of the pre-bagged bundles into a single deposit amount each for cash and checks.)

In the event a cashier is not able to fully prepare and provide any bundles to the Contractor within the ten (10) minute waiting period, the Contractor shall note the date, time, and location of the instance, along with any other relevant information, and may leave without taking any bundles and charge the City in accordance with the normal Contract pricing.

Upon Contract termination, the Contractor must surrender all keys immediately, to the authorized representative of CDA. If the Contractor loses a key or damages a key beyond repair, then any cost incurred by the City to replace or repair the key shall be borne by the Contractor. If the City elects to replace the lock keyway due to the loss of a key by the Contractor, then all such costs to replace the keyway and new set of keys shall be borne by the Contractor.

Schedule and Procedures

The parking facilities at O'Hare are operated on a twenty four (24) hour basis, three hundred sixty five (365) days per year. There are currently thirty (30) revenue collection booths. Although not all booths will be manned at all times, all booths may be manned during peak exiting hours. The Department may, at its discretion, add or delete booths during the term of the Agreement.

Respondent is responsible for armored car pick up of cash and check receipts from revenue collection booths in accordance with the shift schedule set forth below. The Department may, at its discretion and without amending the Agreement, adjust this shift schedule to reflect changes in airport operations; however, any resulting change in armored car services rates shall be subject to approval by the Chief Procurement Officer.

Pick-Up Locations and Times

Chicago O'Hare International Airport (10000 W O'Hare) uses the two party integrity ("TPI") method of money pick-up service at the airport between the hours of 10:00 am and 2:00 pm:

Pick-Up Location	Stops	Number of Booths/Bags
Office (currency delivery only)	1	Cash exchange
Valet @ Pedestrian Center 2	1	1 booth / 6 bags
Valet @ Pedestrian Center 5	1	1 booth / 6 bags
A Parking Lot	1	2-6 booths / 8-14 bags
D Parking Lot	1	3-4 booths / 18 bags
E Parking Lot	1	2 booths / 12 bags
F Parking Lot	1	1 booth / 6 bags 4 cash pay stations

		*Due to the height restriction at the F Lot, monies should be transferred and picked up at the E Parking Lot booth.
G Parking Lot	1	1-2 booths / 6-12 bags
Total # of Stops	8	10-16 booths / 30-40 bags

Pick-up Frequency: Monday through Friday. Respondent will make one (1) pick-up per day, five (5) days per week at specified timeframe as shown above. All shift times listed are Central Standard Time.

Types of Valuables (generally): Cash and or Credit Card Receipt

Courtesy Services: Paper currency ("cash") for cashiers' change bank are currently needed as follows, however during the term of the contract, on either a temporary or permanent basis, the City may elect to require the courtesy services more frequently at no additional cost to the City. The cash delivery amount is \$11,000 on Monday, \$11,000 on Wednesday and \$11,000 on Friday (\$11,000 X 3 = \$33,000). These courtesy service deliveries would be to operations office located at the Main Parking Garage. No coins would be ordered at O'Hare International Airport.

Type of Valuables (generally) 30-40 large bags of cash.

Deliver Paper Currency (Cash): Next banking day by 9:00 AM to a City depository as designated by the City

Deliver Non-Cash Documents: Next business day to a City depository as designated by the City.

Height Restrictions: None. Access to the booths will be provided from the cashier plazas adjacent to the garages and/or surface lots.

General Instructions for Pick-Up of Valuables

The booths at all locations identified above have individual safes and each uses a two key system. The armored car provider retains one key and the airport parking manager provider retains the second key. The armored car person accompanies the parking manager person to these cashier booths and operations office and clears the contents together on-site and in full view of each other. A representative from the Department (likely the CDA's Parking Contractor) will prepare a cash deposit by counting and placing cash in a security sealed plastic bag and filling out a Deposit Drop Summary Sheet. Contractor will present his/her copy of the safe key to the Department representative, who will then open the drop safe. The Department representative will verify the total number of plastic bags and sign the Deposit Drop Summary Sheet indicating the number of plastic bags to be deposited. After he or she signs the Deposit Drop Summary Sheet, the Department representative will then place the verified number of plastic bags and a copy of the Deposit Drop Summary Sheet(s) into a large, clear, plastic, trigon bag known as a Master Transit Bag; he/she will then seal the Master Transit Bag, stapling a copy of the Deposit Drop Summary Sheet to the Master Transit Bag Receipt located on the top portion of the Master Transit Bag and file these items in accordance with Department guidelines. The average time per booth is ten (10) minutes. Prior to sealing the bag if the Contractor's plan for Tracking System requires the insertion of a tracking device in the bag the Contractor will provide this tracking device to the Department's Representative to be inserted in the bag. The Department representative will complete the form located on the exterior portion of the Master Transit Bag which includes the following information:

1. Date of pickup;

2. Cash amount;
3. Check amount;
4. Total deposit amount;
5. Origin address (booth/shift/parking lot #);
6. Destination address.

The Department representative will log the following information into the Customer Receipt Book:

1. Date of pickup;
2. Consignee (destination point);
3. Total deposit amount;
4. Bag/seal number (preprinted control number on exterior portion of bag);
5. Number of items (bags) for pick up.

Contractor will then inspect the sealed plastic Master Transit Bag for signs of tampering, sign his/her name in the Customer Receipt Book and then proceed to the next teller booth. If the Master Transit Bag is not sealed or shows evidence of having been tampered with, the Contractor will not accept the bag for shipment or sign for the item. When accompanied by the Department representative, the Contractor may park adjacent to the booths while performing the pickup, thus avoiding any security access or parking restrictions. Additionally, Contractor may perform pickups while the booth is in service.

Delivery of Valuables to City Depository

Upon completion of each shift, the Contractor's armored car pick-up must take all deposits collected to either the City Depository by the next morning at 9:00 am or, in the event the pick-up was made on a Friday or Holiday to a secured location where the valuables can be safely stored until they can be delivered to the designated City Depository. Discrepancies between the number of deposits in the security bag and the number appearing on the documentation for that bag signed by the Department representative and the armored car driver are the responsibility of the Contractor and will be deducted from future payments due to the Contractor based upon the reported deposit amount for the missing drop. If the Master Transit Bag(s) arrive(s) at the CDA's designated Depository sealed and intact, discrepancies related to either the number of deposits in the Master Transit Bag, or variances within the plastic sealed bag (as taped by security cameras), will be the responsibility of the CDA and its Parking Operator. If the plastic trigon bag has been tampered with while in possession of the Contractor any variances will be the responsibility of the Contractor. Discrepancies in excess of \$50.00 per drop summary will be reported to the Contractor within five (5) business days that the CDA receives notification from its Depository's currency room.

Tuesdays through Fridays, collections from the prior day must be transported from the armored car facility to the CDA's designated Depository for one or two daily deposits at the discretion of the Contractor based on whether they would rather make separate deposits for each airport. On Monday, the collections from Friday, Saturday, and Sunday must be transported and deposited at the City Depository Bank. In the case the valuables are picked up on the day before a designated Holiday the Contractor must deliver the money to the City Depository on the next day the Depository is open.

Pick-Up of Valuables and Delivery to City Depository

Pursuant to the contract terms herein the Contractor will pick-up City valuables from the Airport locations and deliver same next day to the designated City Depository.

Adding a New Unspecified Location Requiring Service

The CDA may elect to add a new location or delete a location during the term of the Contract. In the event a new location is added at the Airport, either a new facility(s) at the Airport and / or additional booth(s) in an existing facility, the then-current unit prices in effect for O'Hare shall prevail and will not require a formal contract modification.

Deleting an Existing Location

The CDA may delete or suspend services at any existing location listed in or added (as noted above) during the term of the contract at any time either on a temporary or permanent basis with a 30 day notice to the Contractor.

Obstructions

The Contractor, his/her employees, and subcontractors must exercise extreme caution and care to avoid actual or potential damage to any permanent or movable object or structure while on Airport property.

Attachment J

Multi Modal Facility (MMF) – Lot F

Attachment J

Multi Modal Facility (MMF) – Lot F

I. Description of the MMF

The City of Chicago Department of Aviation has just completed the construction of a multi-modal transit connectivity terminal that will serve as a hub for rental car companies (and their cars), public parking (Lot F), public roadways, a shuttle bus pick-up/drop off area plaza, Kiss-N-Fly area, and ultimately connect to the airport terminals, CTA Blue Line and Metra station by means of the Airport Transit System extension to the Multi Modal Facility (MMF). The estimated gross building area is estimated at 3,040,782 square feet and was completed in October 2018. The MMF provides over 4,200 rental car company parking spaces on the first three floors, a customer service center lobby on the first and second floors, with remaining space and floors designed for over 2,600 public parking spaces. The customer service center contains common use customer queuing and general circulation, restrooms, vertical pedestrian circulation, concessions, pay-on-foot machines for those parking on levels 4 & 5 and terrazzo flooring throughout. Each of the rental car companies operating within the facility have exclusive-use customer service counters, self-service kiosks, and back office areas within the facility. The site will also include a rental car quick turnaround (QTA) building that will be managed by the rental car companies to fuel, provide interior cleaning, washing and light maintenance of returned vehicles. The Contractor will be the prime Property Manager of the MMF and manage the required day-to-day operations on a 365 day per year/ 7 day per week / 24 hours per day basis for the life of the Contract.

II. General Scope of Services

The Contractor is expected to operate in this dynamic, customer-oriented work environment and must be flexible, innovative, and prepared to adapt to these changes at the new Multi-Modal Facility. The Contractor must, while rendering these Services, take into account that these Services are required and include, but are not limited to the following: preservation, maintenance, cleanliness, safe and efficient operation, security, physical upkeep, and management of all assets and systems of the MMF and associated structural/physical features including all personnel and equipment necessary to perform these tasks and services. Contractor shall have a designated office space on the first floor, including storage for supplies, to be able to respond to any problems that may arise at the work site 365 days per year / 24 hours per day / 7 days per week.

General duties and responsibilities are described in the Scope of Services in Exhibit 1, Section I through XVIII. The Contractor shall extend these same duties and responsibilities to the MMF as follows:

- General Management/Parking Operations
- Revenue Collection
- License Plate Inventory (LPI)
- Snow Removal
 - Levels 4 & 5
 - Helices circulation ramps
 - The new Kiss-N-Fly Lot
 - Bus plaza and all MMF grounds
- Facility Maintenance
 - Maintain column/aisle marking system for levels 4 & 5 (include North or South in description)
- Custodial Services
 - In the common use areas, CDA offices and break rooms, elevator centers, toilets, elevators, stairwells, escalators, windows, ATS platform and all MMF grounds.
 - Outside maintenance
 - Uniforms must be provided and worn while working at the MMF
- Communication
- Security Services
 - Security cameras and hardware, provided by developer, shall be monitored by Parking Staff

- The Contractor shall staff, monitor and operate a facility security monitor room that will house all cameras, customer assistance intercoms and paging audio system on a 24/7/365 basis
- 2-way emergency intercom system in the MMF's elevator centers will be provided by developer and monitored by the Parking Staff
- Additional Customer Assistance Intercoms will supplement the existing 42 that are located throughout the existing Parking Facility
- Sustainable Practices shall meet LEED O&M requirements
- Special Services
 - Frequent Parker Program
 - Concierge (Baggage Drop-off) Services provided at designated office space on level 1
 - Parking management at CDA special events
 - Shuttle Bus Service Management
- Customer Service
- Revenue Control
- Ground Transportation Services
- Payment Card Industry (PCI) Compliance
- Vehicle Booting Services Compliance
- Transferred Property/Property Assessment
- Safety and Loss Control Service
- Management of Parking Access Revenue Control System (PARCS)

Additional Responsibilities:

- Window washing of Curtain Walls (3 stories high) and Skylights – See Attachment K
- Elevator/Escalator/Electric Sliding Door Maintenance upon expiration of applicable warranty – See Attachment L

Contractor must provide the Commissioner or designee with their proposed management fee for the additional services at the MMF within ninety days after Contract has been awarded.

II. Areas of Responsibilities

The Contractor will be responsible for those common use areas of the MMF designated by the CDA. The Contractor is not responsible for exterior landscaping and the ground transportation system which includes the Airport Transit System (ATS) vehicles, traffic management, maintenance areas, and right of ways. The Contractor is also not responsible for areas and equipment that is within the lease space of retail stores, rental car companies, the QTA and fuel storage tanks (this will be maintain by the Rental Car Companies third party contractor).

In tenant leased spaces, the tenant has full responsibility for any systems and equipment installed by the tenant up to the tie-in. The Contractor has responsibility for any systems, equipment, and infrastructure connecting to the rental car facility leased space.

The Services described herein are required on a 365 day per year / 7day per week / 24 hour per day basis. It is estimated that the MMF peak passenger volume will generally occur on Monday's and Friday's between the hours of 8 a.m. and 10 p.m.

The Contractor is expected to operate in this dynamic, customer-oriented work environment and must be flexible, innovative, and prepared to adapt to these changes. The Contractor is expected to explore new technology solutions and present these options to the CDA. The Contractor must, while rendering the Services, take into account the following Airport general operational considerations:

- Delivery and restocking hours are scheduled by the CDA so as not to conflict with peak air traffic times. Maintenance and logistics programs must be conducted within the parameters of Airport regulations, while maintaining sufficient "ready service" capability to address emergent service/repair requirements.
- Everyone who works at the Airport is an "Ambassador" of the City of Chicago, and the CDA. Employee training, courteous demeanor and customer service are essential.

- The Contractor will render and manage these services as a coordinated team, which is responsible for a continuously clean, functional, safe, efficient, and properly maintained facility as described herein and as detailed in the Annual Operating Plan. The Contractor will be directly accountable to, and directly supervised by, a CDA point of contact, for contract tasks, additional tasks, and its overall performance of assigned tasks and duties (i.e. contract performance).
- The Contractor must have all required licenses, registrations, and permits per the State of Illinois, the City of Chicago, and any pertinent Federal institutions.

The MMF's operational and passenger capacity, building layout, and maintenance requirements described in herein may change and/or grow over time. Factors driving this expected change may include:

- Passenger/operational volume growth
- Additional parking level (6)
- Significant, ongoing business and operational changes in the rental car industry
- Future development near the MMF

III. Minimum Performance Requirements

The Contractor will provide an Annual Operating Plan to maintain the facilities at all times and in accordance with the minimum performance requirements set forth.

The Contractor will conduct monthly MMF inspections. This effort will include scheduling inspections with tenants to ensure the building integrity has not been compromised. These inspections will include plumbing, electrical, structural, heating & ventilation, vertical transportation, and cleanliness. The Contractor will provide monthly reports in such form and detail as requested by the CDA; reports must include written detail of any maintenance work performed and any deficiencies must be reported to CDA management for corrective action.

IV. Tasks and Services

The following is a general list of tasks and services that the Contractor will provide to the City. The required services are organized into general functional areas with a Performance Requirement for each, as follows:

1. **General Management and Administration:** The Contractor will provide first-class quality administrative services, which includes financial and performance reports, personnel management, management plans, operations manuals, work schedules, weekly management reports from all managers assigned to the MMF, personnel training, quality assurance/quality control programs, energy savings management, Americans with Disabilities Act "ADA" compliance, enforcement of City warranties and airport regulations, recycling programs, cost containment programs, attendance at all requested meetings involving the Contractor's areas of responsibilities, and other managerial services to the CDA and MMF tenants. These services will not include representing the CDA in its relationships with MMF tenants. This functional area also covers:
 - a. **Operating Plan.** The Contractor must develop an operating plan including current capacity, approach, methods and specific work steps for performing the Services. The Operating Plan must include a management plan of action that describes the methodologies, processes, and procedures for the implementation and production of the Services.
 - b. **Training.** The Contractor is responsible for any training necessary to perform the Services and submitting required documentation to the CDA of completing all required training. In addition, the CDA requires the Contractor to participate in training as ambassadors of the City of Chicago including, but not limited to customer service training.

- c. **Sustainable Airport Manual (SAM) Compliance.** The Contractor will be required to implement the Operations and Maintenance section of the Chicago Sustainable Airport Manual (SAM) and meet LEED requirements into the Services provided as part of this contract.
- d. **Staffing Plan.** The Contractor must provide all necessary personnel to perform the Services and provide qualified replacement personnel if necessary. The Contractor will provide on-site management coverage 365 days per year / 24 hours per day / 7 days per week including afternoons, nights, weekends (Saturday-Sunday), and holidays. Management staff must also be available on an on-call basis 365 days per year / 24 hours per day / 7 days per week. The staffing plan will reflect this extended management coverage. In the absence of a scheduled manager, the Contractor will provide CDA the name of the manager who will take the place of the absent manager.

The Staffing Plan must detail the number of personnel, names, titles, shifts/hours of operation, and salaries/hourly rates which the Contractor will implement and use in the provisions of the required services and must be adjusted annually based on any existing or expected changes in enplanements. The staff must include general management, custodial, maintenance and engineering, and skilled trade positions. A valid Stationary Engineer's License issued by the City of Chicago is required certification and a minimum qualification for engineers as a Universal technician as required by 40CFR part 82 subpart F of the Environmental Protection Agency.

All Key Personnel and the annual Staffing Plan must be approved by the CDA pending the review of qualifications. The CDA reserves the right to substitute and remove staff at will. The Contractor shall meet with the CDA's representative on a daily, weekly, and monthly basis to provide work status updates and service goals. Such updates shall include reports on all planned tasks and projects along with outcomes and explanations of such outcomes. The CDA's representative shall meet with the Contractor on a quarterly basis to discuss and determine staffing levels for the upcoming quarter, and on a monthly basis to discuss and determine budget for the upcoming month. Staffing shall be adjusted at the discretion of the CDA based upon projected passenger loads and other variables affecting terminal traffic. Staffing levels may be adjusted at any time upon receipt of written notice from the CDA to the Contractor.

Since the General Manager, Shift Managers, Custodial Supervisors, Chief Engineer and Window Washer Forman will be required to communicate with CDA personnel on a regular basis verbally and in writing, personnel in those positions must be fluent in English, and be able to read and write in English at a high school level or better. Custodial workers are not required to be fluent in English, but the General Manager, Shift Managers, Custodial Supervisors, and Window Washer Foreman must be able to effectively communicate with the workers they directly supervise.

Below is a list of recommended Key Personnel who must be on site and dedicated to the MMF, to provide 365 days per year / 24 hours a day / 7 days per week coverage. The Key Personnel must have the following certifications and/or abilities: LEED accredited, Certified Property Manager, commissioning agent.

- General Manager – Responsible to ensure that all work is completed as outlined in the Detailed Specifications of this Contract, and that the quality of this work meets the standards established by the CDA. Responsible for overall responsiveness of personnel and subcontractors and heads the on-site management team. Compiles all reports required under the management agreement. He/She will be dedicated to the Contract, accountable for quality control, operations, budgeting, cost control, operating procedures, scheduled inspections, is the 24 hours per day / 7 days per week single point of contact for the CDA.

The General Manager shall conduct site inspections to insure proper staffing levels are maintained in-house and with Subcontractors; keep CDA management advised of accidents-incidents, property damage, problems, repairs, deficiencies, and be punctual in returning all telephone calls; meet with

CDA management on an as-needed-basis, advise CDA management of his/her scheduled vacation and who will perform their duties in his/her absence.

- Shift Manager – Will work under the guidance of the General Manager and will oversee all personnel required for the operation, custodial, maintenance, and safety and security of the MMF. Ensures quality control, completes required reporting, and is responsible for safety. Shift Manager shall schedule employees to ensure proper coverage and smooth operations; comply with all safety regulations to ensure a safe workplace; provide positive leadership; train and develop a service-oriented team to provide excellent customer service; inform General Manager and CDA of unusual incidents and make recommendations for improvements; and handle special projects assigned by the General Manager and/or CDA.
 - Custodial Supervisor – Shall manage and have direct responsibility for all of the custodial workers in the MMF during all three shifts. The Custodial Supervisors will be non-working, meaning they will not be assigned to any physical cleaning duties, but will be responsible to ensure that all the work is completed as outlined in the Detailed Specifications of this Contract. Custodial Supervisors shall ensure all employees are in their assigned areas, completing their duties, have proper equipment and supplies to complete their job functions; ensure that an employee section is covered during a lunch break and all required cleaning tasks are completed with no break in service; coordinate daily work schedules; instruct employees in the proper use of supplies, equipment and cleaning maintenance practices; allocate supplies and restock remote storage areas; prepare and maintain time cards, daily assignment sheets, and all other applicable records to ensure employees are following all safety rules and techniques; lead by example, train new workers and oversee on-going training of existing employees; complete daily restroom inspection checklist noting any problems, repairs or deficiencies, and turn in daily to the Shift Manager.
 - Chief Engineer – Will work under the guidance of the General Manager and will oversee all mechanical operations and supervises engineering staff. Establishes operating procedures and schedules preventative maintenance. Responsible for operating efficiency, inspections, inventory control and safety. Additional responsibilities are included in the Maintenance & Engineering Services section of this Contract.
- e. **Safety and Loss Control Services.** The Contractor will provide specific safety and loss control Services. The Contractor will have monthly meetings with the CDA Safety Section in addition to a monthly and semi - annual report that includes the following: Incident Report with Incident Date, Brief Description of Incident or Accident Date Submitted by CDA or Source and Date Submitted to Insurance.

The Contractor will comply with all Federal, State and Local regulatory requirements for all hazards. The Contractor will be responsible for disposal of all blood borne pathogens within their area of responsibility in compliance of all elements contained in OSHA 29 CFR 1910. 1030. The Contractor will inform the CDA Safety Division in writing within 24 hours of any violation notice or opening conference by any regulatory agency within 24 hours of occurrence. The Contractor will furnish the CDA Safety Division a copy of all required annual tests. It will again inform the CDA Safety Division of any abatement and/or response given to any regulatory agency or insurance company simultaneously at the time the response is issued.

- 1) Programs, Rules and Procedures. The Contractor will develop, recommend for CDA approval, maintain and update programs, rules and procedures, as set forth below, complying with all Occupational Safety & Health Administration ("OSHA") and CDA rules and regulatory standards to ensure the safety of the traveling public and employees in its use of the Terminal. The Contractor will confer with the appropriate City and CDA officials, as required to develop programs, rules and procedures that support City and CDA safety and loss control objectives.

Recommended procedures, rules and programs must be provided in a format and media, as designated by the CDA that supports their publication and implementation schedules. In addition to developing rules, programs, and procedures for safety and loss control areas listed below, the Contractor will also utilize all reasonably available means to eliminate or control hazards and risks in carrying out the following responsibilities: The Contractor must maintain, update and comply with all OSHA rules (www.osha.gov), regulatory standards and procedures as set forth below:

- Planning, organizing, coordinating, instituting, maintaining and monitoring programs including occupational and health hazards controls, loss control and safety;
 - Developing and maintaining safety policy and standard operating procedures; in accordance with OSHA, American National Standards Institute (“ANSI”) see (www.ansi.org), and all other applicable standards;
 - Disseminating knowledge of applicable safety standards and emergency procedures to employees through the issuance of safety procedures, training, and attendance at education programs including monthly meetings with documented minutes submitted to the CDA;
 - Identifying hazards and instituting corrective action for their elimination or control; within a reasonable time frame following identification of the hazard;
 - Advising and assisting in the investigation of accidents and losses to determine causes; developing programs to reduce, control, or eliminate liability exposure;
 - Ensuring persons who become injured or medically ill, while at the MMF, receive prompt, safe, effective first aid and appropriate medical attention utilizing the current CDA Incident Accident Reporting Accident & Injury reporting system;
 - Ensuring the Contractor reports all accidents, incidents, and injuries in the Terminal and other Facilities, and follows all policies and procedures for documenting promptly, accurately, and appropriately;
 - Ensuring that safe, secure, sanitary housekeeping conditions are maintained at all times throughout the Terminal and other Facilities;
 - Analyzing and updating (as appropriate) recommended adaptation of existing Airport emergency response procedures for the MMF, for the following emergency/ incident categories:
 - Fire
 - Injury to the Public
 - Bomb threats
 - Biological and Chemical threats
 - Utility interruption
 - Demonstration/civil unrest
 - Explosion
 - Collapse
 - Imminent danger
 - Emergency evacuation
- 2) Property Claims. The City maintains property insurance coverage for the Terminal. The Contractor will handle, manage and control City property claims related to the Terminal, subject to the direction of the City Risk Manager and the CDA. The Contractor will also be responsible for:
- Developing (and submitting for CDA approval) property claims handling procedures;

- Submitting property claims and support documents to designated insurers, in a manner prescribed by the City and CDA. Designated insurers may be changed from time to time by the Risk Manager;
 - Participating in annual insurance audits;
 - Monitoring claims activity;
 - Maintaining related files; and
 - Providing monthly reporting to the Risk Management Office and the CDA
- 3) Liability Claims. The Contractor will handle, manage, and control all liability claims related to the Terminal, subject to the direction of the City Risk Manager and the CDA. The Contractor will also be responsible for:
- Developing (and submitting for CDA approval) liability claims handling procedures
 - Submitting claims and support documents to its insurers
 - Monitoring claims activity
 - Maintaining related files, and
 - Providing monthly reporting to the Risk Management Office and the CDA.

Performance Requirement: The CDA will track and monitor all services provided by the Contractor including General Management and Administration Services to ensure the Contractor is in full compliance.

- 2. Custodial Services:** The Contractor must maintain an overall acceptable level of cleanliness and quality of workmanship, as determined by the Commissioner, for all common use areas of the MMF and throughout the Contract period. That accepted level of cleanliness and quality of workmanship must, at a minimum, be maintained throughout the entire Contract period and any Contract extension periods if any. Without limiting the foregoing, all areas must be free from dirt, debris, spills, stains, and trash/recycling at all times and response to facility cleaning emergencies will be immediate. All materials will be fully stocked and work will be performed in an expeditious and professional manner. The Contractor will provide Custodial Services as further described below to ensure the MMF patrons and employees are in a clean and fully supplied environment at all times.

The MMF will have occurrences of peak occupancy and off-peak occupancy throughout a 24 hour period. The Contractor must adjust custodial hours as occupancy times fluctuate in order to achieve the performance requirement. The staff schedule will remain relatively regular, but the Commissioner assigns work as needed to the worker types as needed, to any of the locations covered under this Contract. The Contractor must schedule daily/weekly/yearly custodial services during off-peak hours and only perform required hourly and continuous tasks during peak occupancy times. Custodial Services must include:

- a. Workers must be constant and dynamic, in other words, except for scheduled breaks, custodial and window cleaning services will be provided continuously without downtime throughout each shift;
- b. Power Washing the outside (sidewalks, common use area, bus bays, courtyard and all concrete surfaces) of the MMF, once in the spring and once in the fall of each year for the duration of the contract (cleaner must be approved by the CDA and adhere to all airside requirements);
- c. Frequent (keeping areas/surfaces free from dirt, debris, stains, and trash/recycling removal at all times) cleaning of interior and exterior surfaces such as interior and exterior glass, metal finishes, floors, sidewalks, removal/cleaning of sidewalks along building, and any other structural cleaning which the CDA deems necessary or desirable;
- d. Exterior snow removal from sidewalks immediately adjacent to the MMF;
- e. Interior and exterior window washing;

- f. Supply of all consumable goods such as toilet paper, paper towels, hand soap, hand sanitizers and all corresponding dispensers, cleaning supplies, and soaps. CDA reserves the right to set product standards, and to be informed in advance to review and approve product and dispenser changes;
- g. Refuse handling, to include the removal of refuse for the entire MMF (excluding that from designated leased tenant areas), including trash, garbage and other waste. It must be properly disposed of at a centrally located dumpsite designated by the CDA. All recyclable refuse such as aluminum cans, plastic bottles, newsprint, office paper, etc. must be put in designated recycling waste receptacles and routed to exterior recycling designated area to meet O&M LEED requirements. All such handling must be done in a neat, safe, sanitary, and environmentally sound manner, and in accordance with all applicable laws, ordinances, and CDA/City rules, regulations, policies and procedures.
- h. All maintenance of trees, green plants, artificial landscaping, and blooming flowers will be provided by a separate Contractor designated by the CDA.
- i. Pest control services throughout the MMF and QTA support building. The QTA will be the responsibility of the rental cars consortium. The providers of these pest control services must be properly certified and/or licensed as required by law, and provide monthly reports of findings and rectification results to the CDA. The certified contractor must monitor and exterminate rodents, roaches, ants, and various other pests for the CDA as well as provide technical support and identifying repairs necessary to mitigate pest entry and harborage. The contractor must take all necessary precautions to prevent injury to the public and property while service is being performed. Rodenticides are not permitted within the MMF; only mechanical means will be employed to abate pests.
- j. All custodial and window cleaning equipment (janitorial carts, mops, buckets, wringers, rags, brooms, dust pans, etc.), power equipment (floor scrubbers, automotive machine sweepers, lifts, booms, vacuums, etc.), Cushman carts, cleaning supplies (cleaning chemicals, spray cleaners and polishes, strippers, floor finishes, etc.), and consumable supplies (toilet tissue, paper towels, hand soap, waste receptacle liners, toilet seat liners, etc.) will be provided by the Contractor at no extra cost to the CDA. Contractors are required to use only biodegradable trash liners (bags) that, once at a landfill, break down at a faster rate than traditional trash liners. CDA will provide storage for consumable goods and cleaning supplies, and Contractor is expected to keep on hand a minimum of a 7-day supply of consumable goods, and have the ability to replenish supplies within 24-hours. The Contractor will also provide Personal Protective Equipment (PPE) supplies (gloves, goggles, safety vests, harnesses, lanyards, ropes, respirators, masks, etc.) and training in their proper use to their labor work force at the Contractor's cost. The Contractor will be responsible to provide OSHA-documented training in PPE 1910.132, and Hazard Communication 1910.1200. (Quoted from Title 29, Code of Federal Regulations Part 1910).
- k. The Contractor must provide such equipment for recording worker attendance (i.e. the installation of punch time clocks or computerized swipe systems at reasonably located areas), and have the capability to produce payroll attendance reports with each invoice. The Contractor must provide complete and accurate time sheets for each worker. Time sheets must accompany each invoice and must correlate to the attendance records (as described above).
- l. Furnish women's personal hygiene service in all women's restrooms throughout the entire MMF. Service must include maintaining, cleaning, deodorizing, refilling, and professional removal and disposal. All costs for the work and services under the women's personal hygiene, including the Sharps disposal system, are incidental to the Contract. The price quoted on the Proposal Pages as the monthly price is the full bid price including delivery to destination, all transportation and handling charges, material or service costs, patent royalties, installation and all the overhead charges of every kind and nature.

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

1. All women's and family restrooms at the MMF have sanitary napkin/tampon vending machine dispensers. All are CDA owned and CDA installed. All women's, men's and family restrooms at the MMF have air freshener systems installed. All are CDA owned and installed.
2. It is the CDA's intention to have the Contractor refill and repair the napkin/tampon vending machine dispensers throughout the MMF. It is the CDA's intention to have the Contractor refill and repair the air freshener systems throughout the MMF.
3. Contractor will be responsible for procuring, installing and repairing the vending machine dispensers, air freshener systems, Sharps disposal systems, and all replacement parts; and procuring the napkins, tampons, odor counteracting refills, batteries, red Sharps containers and wall mounted cabinets, and refill and service the vending machine dispensers, hygiene disposal units, air freshener systems and sharps disposal systems on a 365 day a year / 7 day a week / 24 hours per day basis throughout the life of the Contract. The Contractor may use the existing equipment that has been designed by the CDA's contractor, or at Contractor's own cost, remove/replace with other equipment. Other equipment must be approved by the Commissioner prior to installation.
4. All vend-monies will be collected and retained by the Contractor.
5. The CDA reserves the right to add or delete locations and vending machines, disposal systems, air fresheners and wall mounted sharps disposal systems during the life of the Contract.
6. Price per vend will not exceed the following during the entire term of the Contract:

Sanitary Napkin	=	\$0.50/each
Tampon	=	\$0.50/each
7. Feminine napkins must be vended, individually wrapped or packaged, 100% Flushable and biodegradable.
8. Tampons must be vended, individually wrapped or packaged, 100% flushable and biodegradable, seamless cardboard applicator, and cord sewn into the length of the tampon for secure removal.
9. The air freshener dispenser system used within the Airport domestic terminals is the Technical Concepts TCell #402092. The Contractor may utilize this system or, at their own cost, remove/replace it with other equipment. New equipment must be approved by the Commissioner prior to installation.

All Toilets:

Level 1 Toilets: 12

North – Women's Toilet 9 stalls
North – Men's Toilet 5 stalls and 4 urinals
North – Family Companion – 3
North – Single Women's Toilet – 1
South – Women's Toilet 9 stalls

South – Men's Toilet 5 stalls and 4 urinals
South – Family Companion – 3
South – Single Men's Toilet - 1

Level 2 Toilets:

Family Companion – 2 (North & South)

Level 3 Toilets:

Family Companion – 2 (North & South)

Level 4 & 5: No toilets

11. Feminine hygiene disposal and service requirements shall be provided as follows:
 - Each feminine product disposal system should hold a sufficient amount of used products and be emptied a minimum of two (2) times per week
 - Each feminine product disposal system must have braille lettering for the visually impaired.
 - Each feminine product disposal system must contain deodorizing fluid.
12. It is the CDA's intention for the Contractor to maintain wall mounted sharps disposal systems in all the men's, women's and family companion restrooms at the MMF. The Contractor will be responsible to repair, service, transport and dispose the sharps container boxes according to OSHA blood borne pathogen standards.
 - The Contractor will inspect the sharps disposal systems daily checking for usage, cabinet repairs, locking mechanisms, and any tampering.
 - The Contractor will be solely responsible to ensure that the sharps disposal cabinets are locked at all times, and the locking mechanisms are fully operational. If a lock mechanism is not fully operational, and the cabinet and sharps disposal box cannot be secured, the sharps disposal box will be immediately removed until the cabinet lock is repaired and replaced. A printed courtesy sign will be placed over the top of the cabinet stating the cabinet is temporarily out of order, and to prevent sharps from being dropped into the cabinet.
 - The Contractor will purchase a touchless deposit wall mounted sharps disposal system, wall mounted hardware and keys for use at the MMF as listed below or of equal specification:
 - a. Plastiproducs Locking Wall Cabinet #143002 (approx.. 12.25" W x 5: D x 10" H (11" with container); 5 QT. Sharps Container Red #141020
 - b. Unimed Midwest UMISWMU100609 Biohazard Wall Cabinet for Sharp Objects, with lid; 5 QT. Sharps Container Red UMI WMU100609
 - c. Acu-Market Locking Wall Cabinet #707549; 5 QT Sharps Container Red #705152
 - Wall-mounted sharps disposal system equipment and removal service will be included in the monthly cost
 - Key specifications for the touchless deposit wall mounted sharps disposal system are:
 - a. Cabinet must hold a minimum 5-Quart transparent sharps container
 - b. Cabinet must be made of heavy duty material (ie. Plastic or metal)
 - c. Cabinet must have a secure locking device
 - d. Cabinet allows for visual monitoring
 - e. Cabinet is installed with secure wall-mounted hardware

- f. Sharps container is a minimum 5-Quart and transparent red for visual monitoring
 - g. Sharps container is horizontal drop that maximizes the container's volume
 - h. Sharps container with lid design that limits access and tampering
 - i. Sharps container that is leak proof
- m. The CDA does not permit airport restrooms to be closed for servicing from 5:00 am to 10:00 pm. Therefore gender specific requirements are necessary. Male and female workers are required to attend to the men's restrooms and the women's restrooms, respectively, to service the basic maintenance repairs (when needed). Only during late-night hours, the period from 10:30 pm to 5:00 am, some restrooms may be closed subject to the prior approval of the CDA. In addition, the Contractor cannot close more than one (1) restroom of each gender in the common use space at the same time, so as to not inconvenience the traveling public.
- n. Cleaning of all art exhibits and supporting infrastructure used to display and light the exhibits in a way to ensure art is not damaged;
- o. Contractor must inspect the pet relief area once per shift, remove trash and any other waste from area, and refill pet waste bags as needed. Contractor shall provide the pet waste bags.
- p. Inspect, clean spills, and empty trash on the ATS platform.
- q. Clean escalator treads and risers as directed by CDA. Each piece of equipment will be cleaned one time per year or as needed and scheduled by CDA. This schedule is subject to change at CDA's request. In addition, clean interior and exterior of elevators.

Performance Requirement: Standard of cleanliness and quality of workmanship must be acceptable to the Commissioner. Without limiting the foregoing, all areas must be free of debris, soil and stains at all times and response to facility emergencies will be immediate. All materials will be fully stocked and work will be performed in an expeditious and professional manner.

The Contractor must report status and condition of the MMF on a daily basis in the form of daily written shift reports identifying problems and corrective actions to CDA's representative. The Contractor must also provide the CDA's representative with monthly inventory and equipment/building status reports.

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

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

All delivery trucks and/or trailers must have hydraulic tail gates to unload materials or supplies as the MMF does not have a loading dock. In addition, deliveries will be made only at a designated location(s); then the supplies delivered to storage rooms via a manual pallet jack or dolly must have non-marking wheels.

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

The Contractor will be responsible for shipping supplies, equipment (cleaning carts, mops, push brooms, buckets, etc.), consumable goods, and materials for the MMF. Also, Contractor will be responsible for all receiving under the guidance of their on-site

management staff, stocking and restocking using their own custodial staff.

The Contractor's service personnel must wear appropriate colored uniforms provided by the Contractor at no additional cost to the City. The Commissioner has the right of approval of all uniforms. The uniforms are to reflect a professional appearance, and to be kept clean and neat.

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

3. **Maintenance and Engineering Services.** These Services will be performed for/upon the MMF's building systems and equipment including, but not limited to, the following:
- a. Day-to-day maintenance at a minimum as required by each system manufacturer and engineering, to include routine maintenance, repairs and replacement of worn/damaged systems and equipment components, when such damage could be reasonably anticipated for facilities of this type;
 - b. Equipment monitoring, diagnostics and functionality/repair status reporting for all of the MMF's building systems and provide a monthly report of maintenance, repair and replacements, as well as frequencies and trends analyses to the CDA;
 - c. Identification of, and rapid response to, emergency maintenance and repair requirements per manufacturer's specifications as they emerge. Contractor may also be directed by CDA personnel to respond to emergency maintenance situations and make immediate repairs;
 - d. Operation of a "Preventative Maintenance Program", which schedules planned maintenance actions (designed to prolong system/equipment life and ensure their proper working order). Contractor must document and prepare reports to confirm the operational status of such systems/equipment and maintenance actions performed (and/or scheduled to be performed) upon them. The scheduled task must meet manufacturer's recommendations and/or industry standards for said equipment of system.
 - e. Winter holiday decoration services will consist of obtaining a contractor who will provide the materials, labor, tools, equipment, traffic control and any and all other items necessary to install, takedown, store, refurbish, replace and fabricate various different types of seasonal decorations for the CDA. A seasonal decorations plan must be submitted and approved by the CDA prior to installation.
 - f. Contractor will provide skilled trades, personnel and equipment as required and necessary to complete the installation, maintenance, and removal of designated art exhibits.
 - g. Coordination of all access and data requests from utility companies servicing the MMF.
 - h. Coordination of all electrical power supply, distribution and compliance with the CDA's designated electrical provider. The electrical provider is responsible for electrical power delivery; while the Contractor will be responsible for care and maintenance of the infrastructure that distributes electrical power throughout the MMF, electrical safety, compliance with standards and codes, and associated engineering services, as required to ensure the proper operation of the MMF at all times.
 - i. The Contractor will be responsible for the coordination of operations and maintenance systems related to all heating and air conditioning services delivered to the MMF. The CDA will be responsible for the delivery of high temperature high pressure hot water and chilled water to the MMF 5 while the Property Management contractor will be responsible for the operations and maintenance of the MMF's infrastructure, distribution systems and controlling components. The systems are comprised of all heat exchangers (including shells and tube bundles), valves, metering devices, control air, gauges, piping, pumps, motors, electrical distribution equipment, separators, support mechanisms and insulation;

- j. Maintain and operate the HVAC and other building systems in the MMF. Contractor will submit a preventative maintenance plan to show how they will maintain the building systems and produce a monthly record of all preventative and repair maintenance. Any permits required for maintenance, repairs, or construction need to be provided by the Contractor. The Contractor will work with CDA to develop a list of critical attic stock. The following systems will be included in the Annual Operational Plan and will be maintained and operated including, but not limited to, the following:

(1) Engineering & Maintenance to include, but not limited to:

- General Service
- Electrical, Mechanical & Plumbing to include, but not be limited to:

HVAC:

- Air handling units
- Chiller Plant
- Boilers
- Fans
- Heating Units gas and electric
- Piping Systems
- Pipe Insulation
- Indoor air quality testing
- Pumps
- Reheat Coils
- Smoke Exhaust System
- Unit Heaters
- VAV Systems
- Closed Loop System for Heating & Air Conditioning (HVAC)
- Water Quality Testing: Potable and Non-Potable
- Smoke Detectors, Fire Detectors and Alarm Devices
- Fire Extinguishers
- Fin Tube Radiation
- Heat Tracing
- Filters
- Cooling Systems/Coils
- Air Compressors
- All HVAC Controls & Equipment Pneumatic Controls & Equipment
- Customized Infrared Heating System & Controls
- Building Automation System

Electrical:

- Signage (maintenance)
- General and Emergency lighting
- Interior and exterior lighting fixtures in an on the MMF grounds
- Building Service and Distribution(120/208/277/480V)
- Master Clock System
- Motors and Controllers
- Power and Lighting Panels
- Transformers
- VFD Drives
- UPS Systems
- Heater/Heat tracing
- Lighting, Power, Unit Heaters, and AC units (Ground Transportation Booths)
- Electrical Sliding Doors
- Radio Communication Systems
- Flag Lighting
- Art Displays

Plumbing:

- Domestic Water Piping /Pumps
- Drinking Fountains
- Potable Water (drinking water) Testing
- Test and Service Back Flow Devices & Equipment
- Fire Protection System and Equipment
- Fire Suppression Systems
- Fire Pumps & Controllers
- Diesel Fire Pump
- Floor, area drains & Basins
- Gray Water
- Plumbing Fixtures & Sensors
- Pumps (water, sewage, storm water and outdoor lift station)
- Sanitary sewer, vent piping and drains (excluding curb front and roadway)
- Water Heaters
- RPZ Backflow Preventers Annual Certification

(2) General Maintenance in the areas of responsibility to include, but not be limited to the following:

- Acoustic ceiling tiles
- Carpets and/or vestibule seasonal floor mats
- Terrazzo – maintenance and repair
- Door re-keying, locks door knobs/handles, inventory controlled management, and hardware
- Flooring and tiles
- Glass and glazing plus rubber seal repair and replacement
- Masonry (interior and exterior)
- Metals (interior and exterior)
- Metal ceiling
- Roofing/Decking Administration of warranty related issues
- Elevator and escalator (maintain and repair) and installation of safety devices and upgrades
- Railings and handrails
- Restroom equipment and fixtures
- Roof inspections
- Safety treads on steps
- Interior and exterior painting
- Drywall; all surfaces
- Carpentry
- Fire alarm system maintenance and upgrades
- Fire extinguishers – annual certification and other tests/certifications required by NFPA
- Maintenance of terminal paging system, parts and labor
- Minor structural/concrete repair
- Winter holiday decorations
- Special events
- Exhibit maintenance
- Trash removal
- Provide vestibule seasonal floor mats
- Infrared testing of electrical equipment
- Service Animal Relief Area

(3) Contractor shall provide a Computerized Maintenance Management System to track, manage and benchmark the performance of all provided services, and to provide comprehensive preventative maintenance, work orders, and inventory control. The Contractor is responsible for providing this software with the most recent version throughout the Contract and for integrating/transitioning the current Computerized Maintenance Management System to any future system(s) used by the City of Chicago including but not limited to the City Works' System.

- (4) The Contractor will develop an infrastructure and equipment assessment within the first quarter under contract. The assessment will assist with prioritizing facility improvement and equipment repair/replacement projects. The assessment will be updated annually.

Performance Requirement: The Contractor will respond within ten (10) minutes for on-site staff of notification of a problem/deficiency and within two (2) hours for off-site staff (e.g. subcontractors) of notification of a problem/deficiency. If the problem/deficiency cannot be resolved immediately, the Contractor will notify the CDA's representative and repair and/or replace within twenty-four hours. If the deficiency is rare or unique, or requires CDA approval, the Contractor will provide the CDA with an acceptable plan and timeline to correct the deficiency.

In the event there is either an unauthorized disruption of services solely caused by acts and/or omissions of the Contractor or, the Contractor fails to provide services that meet the quality standards provided for herein, the CDA, at its discretion, may substitute or remove key personnel and may require the Contractor to submit to the CDA for approval an action plan outlining the steps it will take in the future to prevent such service issues from arising.

4. Communication

The Contractor must provide a twenty-four (24) hour answering service to respond to inquiries from the CDA. The Contractor must provide service and maintenance personnel with communication devices that insure two-way communication between the Contractor's base and individuals on duty at the MMF. At a minimum,

- CDA must be able to have direct contact with the Contractor's General Manager and management staff 24/7/365 basis by providing cellular, data, fax, and land lines at no additional cost to the City.
- The CDA Management Staff will communicate on a daily and regular ongoing basis with the General Manager, Shift Managers, and Custodial Supervisors employed by the Contractor concerning day-to-day and other routine and non-routine operational matters. If necessary, however, CDA Management Staff will communicate with the Contractor's management staff concerning other operational concerns.

5. Additional Services

Facility Improvement and Equipment Repair/Replacement Expense - The Contractor may be asked to provide services for the MMF facility improvements and equipment repairs and replacements. The Commissioner reserves the right to direct the Contractor to perform, or the Contractor may submit a proposal to the Commissioner that it perform, one or more of these services. If so directed by the Commissioner, or if the Commissioner approves the Contractor's request, the Contractor will perform the services without the need for a written amendment to this Agreement using a competitive bid process. A written amendment will be required where performance of a service would require an increase in authorized funding and/or an extension of time or would be outside the Scope of Services described in Exhibit 1. Facility improvement and equipment repair and replacement services totaling \$100,000 or less will require a CDA approved field order. Facility improvement and equipment repair and replacement services totaling more than \$100,000 will require a fully executed Commissioner approved work order.

Summary of the MMF – Lot F Area of Responsibility

MMF – Lot F areas of responsibility consist of approximately 1,171,862 square footage includes but is not limited to:

Level 1 – Common Use Space 73,174 square feet
Mother's Room: 2 (North and South)
Toilets: 12
North – Women's Toilet 9 stalls

North – Men's Toilet 5 stalls and 4 urinals
North – Family Companion – 3
North – Single Women's Toilet – 1
South – Women's Toilet 9 stalls
South – Men's Toilet 5 stalls and 4 urinals
South – Family Companion – 3
South – Single Men's Toilet - 1

Level 2 – Common Use Space 7,300 square feet
Toilets: Family Companion - 2 (North & South)

Level 3 – Common Use Space 7,300 square feet
Toilets: Family Companion – 2 (North & South)

Level 4 – Common Use Space 10,710 square feet
Parking Spaces: 1,282
1,232 Regular spots
42 Low Emission vehicle spots
24 Accessible spots
24 Electric Vehicle Charging Stations (to be installed at a later time)
Court yard: 20,108 square feet (garbage pick-up and snow removal only)
Toilets: 0

Level 5 – Common Use Space 2,298 square feet
Parking Spaces: 1,394
1,302 Regular spots
26 Low Emission vehicle spots
23 Accessible spots
Toilets: 0

Elevator Centers:
North – Elevator bank (3 elevators) to all levels, one (1) elevator for the ATS (ground floor to ATS platform) and one (1) elevator from ground floor to third floor.
South – Elevator bank (3 elevators) to all levels and one (1) elevator for the ATS (ground floor to ATS platform)

Escalators – Ten (10) total with three sizes

Electric Sliding Doors: Twenty-Six (26) total

Stairwells – 7 All level access (north & south) and 2 at ATS platform

Vestibules: 16 total

ATS Platform – Lot F: - 8,041 square feet (custodial services on platform only, maintenance of the rail cars will be provided by the ATS operator)

New Bus Shuttle Center – Exterior maintenance

Skylights (described under Attachment K)

Ticket Dispenser (Level 4): 2 at entrance and 4 at exit.

Pay-on-Foot Machines: Four (4) on Level (1) and a maximum of 16 (Proposed locations: 6 on level 4, 6 on level 5 to compliment four(4) on Level 1)

Kiss-n-Fly - 81 Parking Spaces (breakdown: 77 Regular spots and 4 Accessible spots)

Attachment J - 1

Multi-Modal Facility (MMF) - Lot F

Facility Maintenance Schedule – 1ST SHIFT (6:00 am – 2:00 pm)

Area	Frequency		
<u>Common Use Area and Elevator Center Lobbies:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop and disinfect hard surfaces	X		
• Dust railings	X		
• Clean windows	X		
• Empty trash cans	X		
<u>Contractor's Administration Office and CDA Offices:</u>	Daily	Monthly	Sat./Sun
• Vacuum carpet (where applicable)	X		*X
• Sweep and mop floors (where applicable)	X		
• Empty trash cans	X		
• Dust surfaces	X		
• Wash trash cans as needed		X	
<u>Toilets:</u>	Daily	Monthly	Sat./Sun
• Wash and sanitize units Sweep and mop floors	X		
• Refill toilet paper, paper towels, and soap dispensers	X		
• Refill Feminine Hygiene & air fresheners	X		
• Empty trash cans, feminine hygiene & sharps containers	X		
<u>Cashier Booths: (TBD)</u>	Daily	Monthly	Sat./Sun
• Sweep and mop	X		
• Wipe countertops and equipment	X		
• Empty trash cans	X		
• Clean glass, signage, ticket dispenser and gates	X		
• Sweep islands	X		
<u>Elevators Center Stairwells:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Sweep and mop	X		
• Dust railings	X		
<u>Parking Levels 4 & 5:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Power sweep and scrub (weekly)*Friday-Sunday			X
• Sweep islands	X		
<u>Break Room:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop, and disinfect hard surfaces	X		
• Wipe vending machines and dust surfaces	X		
• Empty trash cans	X		
<u>Walkways and Kiss-N-Fly Lot:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Empty trash cans	X		
• Power sweep and scrub (monthly)		X	
<u>ATS Platform:</u>	Daily	Monthly	Sat./Sun
• Sweep and Mop	X		
• Dust surface areas	X		
• Empty trash cans	X		
• Strip & wax floors	As needed		
• Buff & refinish floors_	As needed		

Multi-Modal Facility (MMF) – Lot F
Facility Maintenance Schedule – 2nd Shift (2:00p.m. – 10:00pm)

Area	Frequency		
<u>Common Use Area and Elevator Center Lobbies:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop and disinfect hard surfaces	X		
• Dust railings	X		
• Clean windows	X		
• Empty trash cans	X		
<u>Contractor's Administration Office and CDA Offices:</u>	Daily	Monthly	Sat./Sun
• Vacuum carpet (where applicable)	X		*X
• Sweep and mop floors (where applicable)	X		
• Empty trash cans	X		
• Dust surfaces	X		
• Wash trash cans as needed		X	
<u>Toilets:</u>	Daily	Monthly	Sat./Sun
• Wash and sanitize units Sweep and mop floors	X		
• Refill toilet paper, paper towels, and soap dispensers	X		
• Refill Feminine Hygiene & air fresheners	X		
• Empty trash cans, feminine hygiene & sharps containers	X		
<u>Cashier Booths: (TBD)</u>	Daily	Monthly	Sat./Sun
• Sweep and mop	X		
• Wipe countertops and equipment	X		
• Empty trash cans	X		
• Clean glass, signage, ticket dispenser and gates	X		
• Sweep islands	X		
<u>Elevators Center Stairwells:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Sweep and mop	X		
• Dust railings	X		
<u>Parking Levels 4 & 5:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Power sweep and scrub (weekly)*Friday-Sunday			X
• Sweep islands	X		
<u>Break Room:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop, and disinfect hard surfaces	X		
• Wipe vending machines and dust surfaces	X		
• Empty trash cans	X		
<u>Walkways and Kiss-N-Fly Lot:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Empty trash cans	X		
• Power sweep and scrub (monthly)		X	
<u>ATS Platform:</u>	Daily	Monthly	Sat./Sun
• Sweep and Mop	X		
• Dust surface areas	X		
• Empty trash cans	X		
• Strip & wax floors			
• Buff & refinish floors_	As needed		
	As needed		

Multi-Modal Facility (MMF) – Lot F
Facility Maintenance Schedule – 3rd Shift (10:00pm – 6:00am)

Area	Frequency		
<u>Common Use Area and Elevator Center Lobbies:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop and disinfect hard surfaces	X		
• Dust railings	X		
• Clean windows	X		
• Empty trash cans	X		
<u>Contractor's Administration Office and CDA Offices:</u>	Daily	Monthly	Sat./Sun
• Vacuum carpet (where applicable)	X		*X
• Sweep and mop floors (where applicable)	X		
• Empty trash cans	X		
• Dust surfaces	X		
• Wash trash cans as needed		X	
<u>Toilets:</u>	Daily	Monthly	Sat./Sun
• Wash and sanitize units Sweep and mop floors	X		
• Refill toilet paper, paper towels, and soap dispensers	X		
• Refill Feminine Hygiene & air fresheners	X		
• Empty trash cans, feminine hygiene & sharps containers	X		
<u>Cashier Booths: (TBD)</u>	Daily	Monthly	Sat./Sun
• Sweep and mop	X		
• Wipe countertops and equipment	X		
• Empty trash cans	X		
• Clean glass, signage, ticket dispenser and gates	X		
• Sweep islands	X		
<u>Elevators Center Stairwells:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Sweep and mop	X		
• Dust railings	X		
<u>Parking Levels 4 & 5:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Power sweep and scrub (weekly)*Friday-Sunday			X
• Sweep islands	X		
<u>Break Room:</u>	Daily	Monthly	Sat./Sun
• Sweep, mop, and disinfect hard surfaces	X		
• Wipe vending machines and dust surfaces	X		
• Empty trash cans	X		
<u>Walkways and Kiss-N-Fly Lot:</u>	Daily	Monthly	Sat./Sun
• Police area for foreign matter and debris	X		
• Empty trash cans	X		
• Power sweep and scrub (monthly)		X	
<u>ATS Platform:</u>	Daily	Monthly	Sat./Sun
• Sweep and Mop	X		
• Dust surface areas	X		
• Empty trash cans	X		
• Strip & wax floors	As needed		
• Buff & refinish floors_	As needed		

Attachment K

Window Washing of Curtain Wall and Skylights

Attachment K

Window Washing of Curtain Wall and Skylights

General Scope of Services

The customer service center or common use space in the Multi-Modal Facility (MMF) – Lot F has a three-story curtain walls and skylights that will require the Contractor to provide window washing services. The Contractor must provide a minimum of four (4) trained, professional window washers and two (2) working window washer foremen on a daily basis from Monday through Friday, excluding holidays, to perform interior and exterior window cleaning services at the new Multi-Modal Facility, including common use areas, ATS platform, and elevator centers applicable to the area awarded to the Contractor.

Areas of Responsibility

Non-routine window cleaning services are performed, from 10:00 pm to 4:00 am, in remote locations at the Airport where it is difficult to access or are not conveniently accessible during regular hours. Non-routine window cleaning services in such locations may require more highly skilled and trained window cleaners (although, this Contract will not compensate at a different hourly rate), and specialized equipment such as an articulating boom lift with a 60 foot reach.

The Contractor's professional window cleaners must specialize in performing the following window cleaning tasks: sash and dry windows, glass partitions, glass display cases, mirrors (but not mirrors in restrooms), electric glass sliding doors, glass elevators, glass railing partitions, glass stairway partitions, glass railing partitions on escalators, and other glass surfaces of the MMF's interior and exterior window or glass surface.

Note: Any dripping cleaning material or water must be wiped dry on all surfaces in the performance of window washing.

The Contractor is to provide safety belts, hanging harnesses, lanyards, ropes, and other standard safety equipment common in the window cleaning industry, at their own cost, that is required to clean upper and lower level building windows and adjacent window frames. Professional window cleaners must provide their own personal tools at the trade at no extra cost to the CDA.

The Contractor will provide scissors lifts and articulating booms, ladders, and consumable supplies – including rubbers and sleeves for squeegees, and cleaning chemicals.

Rigging equipment is specialized equipment to construct scaffolding or platforms that will be provided by the Contractor at no cost to CDA on an as-needed basis to clean atrium glass in the MMF twice per year. The Contractor will be responsible to provide OSHA-documented training in the use of Powered Platforms for Building Maintenance-Operations Training 1910.66, Personal Protective Equipment 1910.132, Hazard Communication 1910.1200, Aerial Personnel Baskets/Aerial Device 29 CFR 1910.67 and 29 CFR 1926.453, Fall Protection Plan for General Industry 29 CFR 1910.66, and Ladder Safety Program 29 CFR 1910.25 Portable Wood Ladders and 29 CFR 1910.26 Portable Metal Ladders.

The Contractor must send all window cleaners to OSHA annual Fall and Ladder Protection Training and must send all window washers to OSHA annual Scissor Lift and Articulated Boom training at no cost to the CDA. The Contractor will provide documentation of the completed training to the CDA.

Attachment L

Elevator/Escalator/Electric Sliding Doors Maintenance

Attachment L

Elevator/Escalator/Electric Sliding Doors Maintenance

General Scope of Services

The Contractor will provide preventive maintenance, repairs, and replacement of parts on elevators, escalators and electric sliding doors at the Multi-Modal Facility (MMF), all in accordance with the terms and conditions of this Contract. These services will ensure and provide for the continued performance and safe operating condition of all elevator/escalator/electric sliding doors at the MMF on a twenty-four (24) hours a day/seven (7) days a week during the life of this Contract.

Areas of Responsibility

The Contractor must provide labor, supplies, materials, parts, tools, scaffolding, machinery, hoists, employee safety equipment, lubricants, supervision, and all their individual components expressly required under this Contract or reasonably inferred whether or not expressly stated herein. Coverage will include all associated parts, appurtenances and procedures whether specifically defined or not and will include the necessary hoisting, rigging or other procedures required for execution of the repair, replacement, adjustment and service of equipment covered under this Contract.

Preventative Maintenance

The Contractor will be fully responsible for the monthly and annual preventative maintenance for elevators, escalators and electric sliding doors and shall be required to continually keep the equipment in compliance with the applicable A17 1 Elevators and Escalator Safety Code, the A17 3 Safety Code for Existing Elevators and Escalators, A156.10 Standard Power Operated Pedestrian Doors and the applicable governing authority's local laws. In performing complete monthly and annual preventative maintenance checks, the Contractor will use all reasonable care to keep the elevator/escalator/electric sliding door in proper, safe and efficient operating condition, twenty-four (24) hours per day/seven (7) days a week, including legal holidays.

The Contractor will furnish all materials, labor, supplies, parts, equipment barricades, warning signs, semi-permanent structures or other apparatus necessary or proper for and incidental to maintenance procedures. The Contractor will also provide all materials, labor, equipment and supervision necessary to removal and to replace broken glass from the electric sliding doors as directed by the CDA Commissioner and/or their designee.

The Contractor will record all inspection and testing procedures and record all noted deficiencies in a form satisfactory to the CDA Commissioner. Upon completion of corrective actions, the Contractor will issue a report to the CDA Commissioner indicating all deficiencies have been corrected.

When repairs, adjustments and other equipment replacements are instituted over an extended time period, the Contractor must update reports and ensure outstanding deficiencies are indicated on any new inspection or test procedures that may be undertaken prior to the satisfactory completion or work previously specified.

On-Site Storage Areas

CDA will provide storage area(s) at the MMF exclusively for equipment and supplies for the elevators/escalators/electric sliding doors.

Exhibit 2

Cost Proposal

Exhibit 2
Cost Proposal

- a) The Respondent must submit a detailed listing of the various personnel, their utilization, and their associated costs in providing the Services specified in Exhibit 1, Scope of Services of this RFP. Wages for janitorial workers, window washers, and security workers must be paid in accordance with Attachment _____. Wage and Benefit Requirements.
- b) Provide an Operating Plan, which is reflective of the specific responsibilities and level of Service required in the Scope of Services.
- c) General, Administration and Miscellaneous services and activities not described elsewhere.
- d) Skilled trades utilization to provide maintenance service
- e) Compliance with Cleaning Specifications.
- f) Name and qualifications of all Subcontractors
- g) Security staffing plan
- h) Provide a detailed Annual Staffing Plan and Budget for a five (5) year term, which would demonstrate the resources to be deployed by the Contractor on a 24-hour, 7 days-a-week, 365 days per year (full time) basis. This plan should provide a complete detail of deployment by shifts displayed as 1, 2 and 3 shifts. Next to each individual list the following information:
 - 1. The Title for that individual;
 - 2. The duties for that individual;
 - 3. The hours of work for that individual, and;
 - 4. The hourly rate for that individual.
- i) Also provide an Organizational Chart indicating Key Personnel, Management Structure and Subcontractors. Describe all responsibilities and services to be provided by members within the Organizational Chart including subcontractors.
- j) Except for the Department of Finance's Per Boot Fixed Unit Price Proposal, Armored Car services fee proposal, and fees for Special Services listed in Section XI. of the Scope of Services, the Contractor's cost proposal for the Chicago Department of Aviation should be formulated in such a form and substance as to reflect a "Cost Plus Fixed Fee" Compensation Plan.
- k) The Respondent's Compensation Plan for Services will be the sum of the following:
 - 1. Reimbursement for expenses actually incurred as set forth in the following:
 - Annual Budget plus
 - A management fee
 - 2. Reimbursement for Expenses. The Contractor will be reimbursed for expenses actually incurred for each Budget category of service(s) listed in Exhibit 1 Scope of Services, in the RFP.

**Exhibit 2
Cost Proposal**

A. Public Parking Facility Management (Excluding Multi-Modal Facility)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
Management Fee Per Year: Public Parking Facility Management \$_____					
1. General Management / Administration					
Personnel					
Non-Personnel					
Total No. 1	\$	\$	\$	\$	\$
2. Accounting & Auditing Services					
Personnel					
Non-Personnel					
Total No. 2	\$	\$	\$	\$	\$
3. Parking Attendants, Cashiers, & Supervisory Staff					
Personnel					
Non-Personnel					
Total No. 3	\$	\$	\$	\$	\$

Cost Proposal

A. Public Parking Facility Management (Excluding Multi-Modal Facility)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
4. Proposed Costs: Security Services					
Personnel					
Non-Personnel					
Total No. 4	\$	\$	\$	\$	\$
5. Proposed Costs: Custodial Services					
Personnel					
Non-Personnel					
Total No. 5	\$	\$	\$	\$	\$
6. Proposed Costs: Maintenance Services					
Personnel					
Non-Personnel					
Total No. 6	\$	\$	\$	\$	\$

A. Public Parking Facility Management (Excluding Multi-Modal Facility)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
7. Proposed Costs: Engineering Services					
Personnel					
Non-Personnel					
Total No. 7	\$	\$	\$	\$	\$
8. Total Fees: Special Services (See Section XI. of Scope of Services, may or may not be required by City)					
Note: Please attach detailed Cost Proposals for these services and include totals here					
A. Rewards Program					
B. Expansion of Pay On-Foot System					
C. Project Management – AVI Program					
D. Electric Vehicle Charging Stations					
E. Information Booths					
F. Click And Park System					
G. Remote Baggage Check-In Service					
H. Facility Improvements/Equipment Repair or Replacement/Enhancements/Upgrades to Programs					

I. Dynamic Pricing Program					
Total No. 8	\$	\$	\$	\$	\$

B. Ground Transportation Facility Management (Excluding Multi-Modal Facility)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
Management Fee Per Year: Ground Transportation Facility Management \$_____					
1. Proposed Costs: General Management / Administration					
Personnel					
Non-Personnel					
Total No. 1	\$	\$	\$	\$	\$
2. Proposed Costs: Accounting & Auditing Services					
Personnel					
Non-Personnel					
Total No. 2	\$	\$	\$	\$	\$

C. Payment Card Industry (PCI) Compliance (Excluding Multi-Modal Facility)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
1. Management Fee Per Year: PCI Compliance \$ _____					
Proposed Costs: Personnel					
Proposed Costs: Non-Personnel					
Total No. 1	\$	\$	\$	\$	\$

Summary
Cost Proposal Sections A through C

	Year 1	Year 2	Year 3	Year 4	Year 5
A. Public Parking Facility Management (Excluding Multi-Modal Facility)					
Sum of Total Prices Items 1-8 and yearly Management Fee	\$	\$	\$	\$	\$
B. Ground Transportation Facility Management (Excluding Multi-Modal Facility)					
Sum of Total Prices Items 1-2 and yearly Management Fee	\$	\$	\$	\$	\$
C. PCI Compliance Services (Excluding Multi-Modal Facility)					
Sum of Total Prices Item 1 and yearly Management Fee	\$	\$	\$	\$	\$
Total Annual Cost (A+B+C)	\$	\$	\$	\$	\$

D. Vehicle Booting

D. Vehicle Booting	Year 1	Year 2	Year 3	Year 4	Year 5
Unit Price per Boot					

\$ _____ PER BOOT x 1,800 Estimated Boots per year = _____ Estimated Total

Respondents shall indicate the proposed fully-loaded Unit Price Per Boot, above, assuming the average estimated number of boots to be applied per year is 1,800 Boots.

To derive an annualized estimated total dollar value, for comparative purposes only, the City shall multiply the Per Boot Unit Price for each year, by 1,800 Boots per year, then add each year's total to derive a lump sum total for all five years. (NOTE: the estimated number of boots figure of 1,800 is subject to change based on the actual number of boots which may be applied in any given period. Furthermore, the City is not obligated to pay the Contractor for any minimum number of boots to be applied in any given period.)

E. Public Parking Facility Management (Multi-Modal Facility Only)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
Management Fee Per Year: Public Parking Facility Management \$_____					
1. General Management / Administration					
Personnel					
Non-Personnel					
Total No. 1	\$	\$	\$	\$	\$
2. Accounting & Auditing Services					
Personnel					
Non-Personnel					
Total No. 2	\$	\$	\$	\$	\$
3. Parking Attendants, Cashiers, & Supervisory Staff					
Personnel					
Non-Personnel					
Total No. 3	\$	\$	\$	\$	\$

Cost Proposal

E. Public Parking Facility Management (Multi-Modal Facility Only)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
4. Proposed Costs: Security Services					
Personnel					
Non-Personnel					
Total No. 4	\$	\$	\$	\$	\$
5. Proposed Costs: Custodial Services					
Personnel					
Non-Personnel					
Total No. 5	\$	\$	\$	\$	\$
6. Proposed Costs: Maintenance Services					
Personnel					
Non-Personnel					
Total No. 6	\$	\$	\$	\$	\$

E. Public Parking Facility Management (Multi-Modal Facility Only)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
7. Proposed Costs: Engineering Services					
Personnel					
Non-Personnel					
Total No. 7	\$	\$	\$	\$	\$
8. Total Fees: Special Services (See Section XI. of Scope of Services, may or may not be required by City)					
Note: Please attach detailed Cost Proposals for these services and include totals here					
A. Rewards Program					
B. Expansion of Pay On-Foot System					
C. Project Management – AVI Program					
D. Electric Vehicle Charging Stations					
E. Information Booths					
F. Click And Park System					
G. Remote Baggage Check-In Service					
H. Facility Improvements/Equipment Repair or Replacement/Enhancements/Upgrades to Programs					

I. Dynamic Pricing Program					
J. Shuttle Bus Service Management					
Total No. 8	\$	\$	\$	\$	\$

F. Ground Transportation Facility Management (Multi-Modal Facility Only)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
Management Fee Per Year: Ground Transportation Facility Management \$ _____					
1. Proposed Costs: General Management / Administration					
Personnel					
Non-Personnel					
Total No. 1	\$	\$	\$	\$	\$
2. Proposed Costs: Accounting & Auditing Services					
Personnel					
Non-Personnel					
Total No. 2	\$	\$	\$	\$	\$

G. Payment Card Industry (PCI) Compliance (Multi-Modal Facility Only)

Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
1. Management Fee Per Year: PCI Compliance \$_____					
Proposed Costs: Personnel					
Proposed Costs: Non-Personnel					
Total No. 1	\$	\$	\$	\$	\$

Summary
Cost Proposal Sections E – G (Multi-Modal Facility)

	Year 1	Year 2	Year 3	Year 4	Year 5
E. Public Parking Facility Management (Multi-Modal Facility Only)					
Sum of Total Prices Items 1-8 and yearly Management Fee	\$	\$	\$	\$	\$
F. Ground Transportation Facility Management (Multi-Modal Facility Only)					
Sum of Total Prices Items 1-2 and yearly Management Fee	\$	\$	\$	\$	\$
G. PCI Compliance Services (Multi-Modal Facility Only)					
Sum of Total Prices Item 1 and yearly Management Fee	\$	\$	\$	\$	\$
Total Annual Cost (F Only)	\$	\$	\$	\$	\$

H. Armored Car Services

Respondent must submit a cost proposal for the armored car services described in Exhibit 1, Attachment I, including pricing for locations, booths, or pay-on-foot machines to be added during the term of the Agreement.

Exhibit 3

Spec. No: 1157052

P.O. No: _____

Vendor No: _____

City-Funded

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF AVIATION**

AND



FOR

**MANAGEMENT OF OPERATION OF PUBLIC PARKING AND GROUND
TRANSPORTATION FACILITIES AT O'HARE INTERNATIONAL AIRPORT**

**LORI LIGHTFOOT
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.

On, _____, 20__, the City invites issued a Request for Proposals seeking submission of qualifications and Cost Proposals for the Management of Public Parking and Ground Transportation Facilities for Chicago O'Hare International Airport (the "RFP"). The RFP sought to identify the Proposal that would provide the best overall value to the City based on both qualifications and price. Contractor submitted a proposal in response to the RFP ("Proposal" or "Response"), which was ranked in comparison to the other proposals received according to the criteria listed in the RFP. Based on that ranking, Contractor was selected to negotiate and finalize an agreement with the City and CDA, resulting in this agreement (the "Agreement").

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

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

ARTICLE 2. INCORPORATION OF EXHIBITS:

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

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3: 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: Online Economic Disclosure Statement and Affidavit of Filing
- Exhibit 8: Insurance Requirements

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

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

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

3.1.2.2. Interpretation and Rules

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

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

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

3.1.2.3. Severability

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

3.1.2.4. Entire Contract

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

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

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

3.1.3.2. Subcontracts

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

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

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

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

with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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

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

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

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

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

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

3.1.4.4. No Third Party Beneficiaries

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

3.1.4.5. Independent Contractor

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

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

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

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

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

3.1.4.6. Authority

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

3.1.4.7. Joint and Several Liability

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

3.1.4.8. Notices

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using

Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

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

3.1.4.9. Amendments

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

3.1.4.10. No Waiver of Legal Rights

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

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

3.1.4.11. Non-appropriation of Funds

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

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

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

3.1.4.12. Participation By Other Government Agencies

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

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

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

3.1.5. Confidentiality

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

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

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

3.1.6. Indemnity

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

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

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

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

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

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

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

3.1.7. Non-Liability of Public Officials

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

3.1.8. Contract Extension Option

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

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

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

3.2.1.2. Invoices

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

3.2.1.3. Payment

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

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

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

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

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

3.2.1.4. Electronic Ordering and Invoices

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

3.2.1.5. City Right to Offset

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

3.2.1.6. Records

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

3.2.1.7. Audits

3.2.1.7.1. City's Right to Conduct Audits

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

3.2.1.7.2. Recovery for Over-Billing

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

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

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

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

3.2.2. Subcontractor Payment Reports

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

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

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

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

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

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

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

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.3.2. Payment to Subcontractors Within Seven Days

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

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

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at

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

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

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

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

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

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

3.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3.2.1. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

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

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

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration

of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

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

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. Certification of Compliance with Laws

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

3.3.3. Federal Affirmative Action

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

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

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

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

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

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

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

3.3.4.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

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

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

3.3.4.4. Information and Reports

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

3.3.4.5. Sanctions for Noncompliance

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

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

3.3.4.6. Incorporation of Provisions

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

3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally

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

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

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

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

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

3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause

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

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

Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

3.3.6. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1; "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 rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2019 is **\$14.10 per hour**. The Minimum Wage must be paid to:

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

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

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

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

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

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

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

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

3.3.6.2. Living Wage Ordinance

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the

conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2018 the Base Wage is \$12.88. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 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, codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

3.3.6.4. Equal Pay

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.7.3. Federal Terrorist (No-Business) List

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

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

3.3.7.4. Governmental Ethics Ordinance 2-156

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

3.3.7.5. Lobbyists

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

3.3.8. Restrictions on Business Dealings

3.3.8.1. Prohibited Interests in City Contracts

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

3.3.8.2. Conflicts of Interest

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

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

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

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

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

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

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

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

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

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to

cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

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

For purposes of this provision:

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

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

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

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

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

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

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

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

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

3.3.10. Other City Ordinances and Policies

3.3.10.1. False Statements

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

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

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

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

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

3.3.10.3. City Hiring Plan Prohibitions

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

3.3.10.4. Inspector General

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

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

3.3.10.5. Duty to Report Corrupt Activity

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

3.3.10.6. Electronic Mail Communication

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

3.3.10.7. EDS Update Obligation

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

3.3.10.8. Wheel Tax (City Sticker)

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

3.3.10.9. Participation By Other Local Government Agencies

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

3.3.10.10. Policy Prohibiting Sexual Harassment (MCC 2-92-612)

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

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement)

awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

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

3.3.11. Compliance with Environmental Laws and Related Matters

3.3.11.1. Definitions

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

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

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

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

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

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

3.3.11.2. Joint Ventures

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

3.3.11.3. Compliance With Environmental Laws

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

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance

relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. Costs

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

3.3.11.5. Proof of Noncompliance; Authority; Cure

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

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

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

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

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

3.3.11.6. Copies of Notices and Reports; Related Matters

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

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

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

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

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

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

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

3.3.11.7. Requests for Documents and Information

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

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

3.3.11.8. Environmental Claims and Related Matters

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

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

3.3.11.9. Preference for Recycled Materials

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

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

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

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

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

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

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

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

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

3.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

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

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

3.5. Events of Default and Termination

3.5.1. Events of Default

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

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

3.5.2. Cure or Default Notice

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

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

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

event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

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

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

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

3.5.3. Remedies

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

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

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

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

3.5.6. Early Termination

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

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

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

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

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

3.6.1.2. Aviation Security

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

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

3.6.1.3. Airport Security Badges

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

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

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

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

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

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

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

3.6.1.4.3. Safeguarding of Airport Property and Operations

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

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower

Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

3.6.1.4.5. Parking Restrictions

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

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

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

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

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

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

3.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this

Contract, has or will have access to an Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

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

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

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

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

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.

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

3.6.2.4. Gates and Fences

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

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

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

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

3.6.2.5. Hazardous or Illegal Materials

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

3.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police

Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

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

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

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

3.6.4.1. Identification of Workers and Vehicles

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

3.6.4.2. Access to Facilities

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

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

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

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

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

3.6.4.3. Security Badges and Vehicle Permits

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

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

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

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

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

3.6.4.4. Gates and Fences

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

Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

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

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

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

3.6.4.5. Hazardous or Illegal Materials

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

ARTICLE 4. TERMS FOR 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 Contractor 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, Contractor 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 indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.10. 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 contract 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 be 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:
http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf.

4.14. Standard Working Hours

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

4.15. Character of Workers

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

4.16. Quality of Materials and Inspection

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

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

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

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

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

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

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

4.17. Manufacturer's Warranty and Product Information

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

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

4.18. Contractor's Warranties

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

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

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

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

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

4.18.1. Correction or Re-Performance of Services

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

4.18.2. Timeliness

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

4.18.3. Delay

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

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and

CPO in writing, stating the approximate expected duration of delay. Contractor shall not be entitled to an extension of time without such prior notification and request for extension.

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

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

4.19. Public Convenience

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

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

4.20. Clean Up

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

4.21. Work Performed on City Property

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

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

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

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

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

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

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

Smoking is prohibited in all City of Chicago facilities.

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

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

4.22. Work In Progress

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

4.23. Clean Diesel Fleet MCC 2-92-595

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

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

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

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

4.24. Multi Project Labor Agreement (PLA)

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

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

4.25. Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597)

4.25.1. Definitions

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

"Commissioner of 2FM" means the City's Commissioner of Fleet and Facility Management.

"Conventional cab" means a large vehicle configuration in which the driver is behind the front axle and the engine is in front of the axle under a discrete hood.

"Convex mirrors" means wide-angle mirrors that enable the operator of a large vehicle to see along the left and right sides of the vehicle by allowing a view of all points on an imaginary horizontal line which is: (i) three feet above the road; and (ii) one foot outside the plane defined by the outer face of the wheels.

"Crossover mirror" means a fender-mounted or hood-mounted mirror that enables the operator of a large vehicle with a conventional cab to see: (i) any person or object at least three feet tall passing one foot in front of the vehicle; and (ii) the area from the front bumper to where direct vision is possible.

"Large vehicle" means any motor vehicle with a gross vehicle weight rating exceeding 10,000 pounds, except an ambulance, fire apparatus, low-speed vehicle with maximum speed under 15 mph, or agricultural tractor.

"Lateral protective device" or "vehicle side guard" means an apparatus installed between the front and rear wheels of a large vehicle that is designed to prevent road users from falling underneath the vehicle.

"Subcontractor" means any person that enters into any tier subcontract to perform work on this Contract.

"Volpe side guard standard" means the United States Department of Transportation's Volpe side guard standard published and referred to as US DOT Standard DOT-VNTSC-OSTR-16-05, as amended; or a functionally equivalent national vehicle side guard standard, as determined by the Commissioner of 2FM.

4.25.2. Safety Enhancing Requirements

Contractor and any Subcontractor must comply with MCC 2-92-597. Contractor and any Subcontractor must retrofit large vehicles used in the performance of the contract, in accordance with the Phase-In Period provided below, with:

- (A) Lateral protective devices. This requirement shall be considered satisfied if: (i) the vehicle is equipped with vehicle side guards in accordance with the requirements of the Volpe side guard standard; or (ii) the vehicle is so designed or equipped at the side that, by virtue of its shape and characteristics, its component parts can be regarded as

replacing or functioning as vehicle side guards in accordance with the Volpe side guard standard; or (iii) the vehicle cannot be retrofitted with lateral protective devices as attested by the contractor or the subcontractor in a statement accompanied by certification from two manufacturers of such devices.

- (B) Left and right side convex mirrors; and
- (C) At least one crossover mirror on the passenger side.

4.25.3. Phase-In Period

Except when a Contractor or a Subcontractor is granted a waiver pursuant to MCC 2-92-597(g), the Safety Enhancing Requirements set forth above shall apply to:

- (A) one-fourth of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2018 but before July 1, 2019;
- (B) one-half of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2019 but before July 1, 2020;
- (C) three-fourths of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2020 but before July 1, 2021;
- (D) all of a Contractor's or a Subcontractor's large vehicles used in the performance of the Contract on or after July 1, 2021.

4.25.4. Compliance

Contractor shall submit a written compliance plan to the Commissioner of 2FM with respect to compliance with MCC 2-92-597 within 14 days following the notice to proceed or the placing of the first order under the contract, as applicable.

Every twelve-month period following the notice to proceed or the placing of the first order under the contract, as applicable, or when requested by the Commissioner of 2FM, the contractor must submit to the Commissioner of 2FM, in a form and manner provided by the CPO, a report that includes the following:

- (A) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor;
- (B) the number of large vehicles used in the performance of the Contract by the Contractor and any Subcontractor that are retrofitted with safety enhancing equipment as required as specified above and MCC 2-92-597(b);
- (C) one or more photographs of each large vehicle used in the performance of the Contract by the Contractor and any Subcontractor that is retrofitted with required safety enhancing equipment as specified above and set forth in MCC 2-92-597(b). The photographs must show the large vehicle's license plate number with the safety enhancing equipment fitted on the vehicle; and
- (D) a certification that the Contractor and any Subcontractor in the contract have met the requirements MCC 2-92-597 and the terms of the contract specified pursuant to that section.

4.25.5. Time Extension and Annual Waiver Requests

Upon a written request, accompanied by a compliance plan, of a Contractor or Subcontractor of a Contract entered on or before December 31, 2018, the CPO, in consultation with the Department, may grant a time extension of not more than six months for compliance with the requirements of MCC 2-92-597 with regard to the Contract.

Contractor and any Subcontractors may apply to the CPO for an annual waiver from the requirements of MCC 2-92-597. See MCC 2-92-597(g).

4.25.6. Costs

All costs that the contractor or any subcontractor may incur to comply with contract requirements imposed pursuant to this section are incidental to the overall contract. No additional time or monies shall be granted to the contractor for compliance with these requirements.

4.25.7. Enforcement

The CPO or Commissioner is authorized to inspect or to have inspected any large vehicle used in the performance of this Contract in order to ensure compliance with Safety Enhancing Equipment requirements and MCC 2-92-597.

In addition to other remedies provided by law or specified in the Contract, any person who knowingly makes a false statement of material fact to any city agency with respect to compliance with any contract requirements specified pursuant to MCC 2-92-597 or rules promulgated thereunder shall be fined not less than \$1,000.00 nor more than \$5,000.00 for each such false statement. For purposes of MCC 2-92-597, a person knowingly makes a false statement of material fact when such person makes a false statement of material fact as provided in subsection (d) of Section 1-21-010.

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for a qualified and experienced firm to provide Management of Public parking and Ground Transportation Services at Chicago 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) **Exhibit 2** "Cost proposal".

5.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for **sixty (60) 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 a single additional 181 days term beyond the 60 -month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

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

The 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 and any additional Exhibits set forth in Article 2 of this Agreement..

5.5.2. Method of Payment

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

5.5.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

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

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

Invoices for the Department of Aviation:

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

OR

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

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

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

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

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

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

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

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

5.5.4. Criteria for payment

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

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

5.6. Funding

The source of funds for payments under this Contract is Fund number _____. Payments under this Agreement must not exceed \$_____ without a written amendment in accordance with the

Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284
Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

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

6.1. Policy and Terms

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

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

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

MBE Percentage	WBE Percentage
30.0%	5.0%

(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 an 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% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

6.2. Definitions

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

NOTICE: *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

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

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

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

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

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

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

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

"Direct Participation" 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.

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

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

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

6.3. Joint Ventures

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

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

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

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

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

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

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

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

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

6.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

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

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

6.5.3. Impracticability

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

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

6.6. Procedure to Determine Bid Compliance

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

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

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

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

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

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

(2) Letters of Certification.

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

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

(5) Application for Approval of Mentor Protégé Agreement

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

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

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

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

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

6.8.2. Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or

in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

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

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the

arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A –Assist Agency List (Rev. Apr. 2018)

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

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

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jimbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No	Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes
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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.: 1157052

Project Description: Management of Public Parking Facilities and Ground Transportation at ORD.

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
- B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

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

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

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

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

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

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

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

- D. Acquisition of lines of credit:

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

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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

[illegible]

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

[illegible]

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

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

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

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

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
Firm	
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



SCHEDULE C-1

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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

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

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

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the 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.

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized
representative of _____
(Name of Prime Consultant/Contractor)

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ ____%
Total Participation % _____
2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for
every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

ARTICLE 7. INSURANCE REQUIREMENTS

PLACE HOLDER

ARTICLE 8. SIGNATURE PAGE

Contract Number: <<click and type number>>

Specification Number: **1157052**

Contractor (Vendor) Name: <<click and type name>>

Total Amount (Value): <<click and type number>>

Fund Chargeable: <<click and type number>>

SIGNED at Chicago, Illinois:

CONTRACTOR:

<<click and type name>>

By: _____

Name: _____

Its: _____

Attest: _____

State of _____; County of _____

This instrument was acknowledged before me on _____ (date) by _____

as President (or other authorized officer) and _____ as Secretary of

_____ (name of party on behalf of whom instrument was executed).

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 WORK

Placeholder

EXHIBIT 2: COMPENSATION

Placeholder

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

Placeholder

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

Placeholder

EXHIBIT 5: MBE / WBE COMPLIANCE PLAN

Placeholder

EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: _____

Specification #: _____

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

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

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

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

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

EXHIBIT 7: ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATION OF FILING

PLACEHOLDER

EXHIBIT 8: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

Placeholder

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

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

The Consultant must complete an online EDS prior to the submission of this Amendment ("Amendment") to the City.

1.1. *ONLINE EDS FILING REQUIRED PRIOR TO AWARD OF AMENDMENT*

The Consultant must complete an online EDS prior to the date of award of Amendment.

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 Consultant will be provided an EDS number. The Consultant should provide this number here:

EDS Number: _____

1.4. *ONLINE EDS CERTIFICATION OF FILING*

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

1.5. *PREPARATION CHECKLIST FOR REGISTRATION*

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

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

1.6. *PREPARATION CHECKLIST FOR EDS SUBMISSION*

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

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

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

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

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

1.7. ***EDS FREQUENTLY ASKED QUESTIONS***

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

Q: I forgot my user ID. Can I register again?

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

Q: I forgot my password. What should I do?

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

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

Q: What are the benefits of filing my Economic Disclosure statement electronically?

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

Q: Will my information be secure?

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

Q: I am filing electronically. How do I sign my EDS?

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

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

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

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

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

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

EXHIBIT 5

INSURANCE REQUIREMENTS

Chicago Department of Aviation - O'Hare Airport Management and Operation of Public Parking and Ground Transportation Facilities

A. INSURANCE REQUIRED

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

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement; 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 \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, mobile equipment, elevator collision, explosion, collapse, and underground, and no pollution exclusion for chemicals, pesticides, or any other equipment servicing the Parking Facilities including heating and cooling, mobile equipment, professional services exclusion deleted, 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 \$5,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and pollution coverage for loading,

unloading, and transportation of special, infectious, and hazardous waste. 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) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$25,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Professional Liability (primary / umbrella)

When any program/property managers, security services or professional consultants perform professional 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 \$5,000,000. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by the professional consultant in this agreement. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. 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.

6) Commercial Crime Insurance

The Contractor must provide a Fidelity Bond or Commercial Crime coverage covering all loss or damage by employee dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received or on premises at any given time. The City must be named as a loss payee. Coverage must include, but not be limited to, third party fidelity coverage, including coverage for loss due to theft and must not contain a requirement for an arrest and/or conviction.

7) Cyber Liability (primary / umbrella)

Cyber Liability Insurance must be maintained with limits of not less than \$5,000,000 for each occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, the following: network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as an additional insured and/or indemnified party. If the City is named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended, and not be applicable to the City.

8) Garage Liability

The Contractor must provide Garage Liability Insurance with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

9) Builders Risk

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

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

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

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

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

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

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

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

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

Insurance required of Subcontractors. Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability, Auto Liability and Excess Liability (if applicable) except for the following services:

- Subcontractors performing security or snow removal must maintain limits of not less than \$5,000,000 per occurrence for Commercial General Liability, Auto Liability, and Excess Liability (if applicable).
- Subcontractors performing shuttle bus operations must maintain limits of not less than \$10,000,000 per occurrence for Commercial General Liability, Auto Liability and Excess Liability (if applicable).

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 6 Project Reference Form

EXHIBIT 6

PROJECT REFERENCE FORM

Respondent must provide comprehensive information for at least five (5) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Staff involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project: _____

Dollar Value of Project: _____

Key Staff Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____