



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-01 .0140 Accounts and Contractor Status

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Hairston asked for a list of the department's .0140 account contracts, including MBE/WBE status.

Attached please find a list of the department's contracts along with contractor name and status.

As always, please let me know if you have any further questions.

PROJECT DESCRIPTION				MBE		WBE	
PO Description	Vendor Name	PO No		MBE NAME	Ethnicity	WBE NAME	Ethnicity
WOODEN BARRICADES / STEEL BARRIERS	BARRICADE LITES, INC.	29882	Hispanic				
BOTTLED DRINKING WATER, DISTILLED WATER AND WATER COOLER RENTALS	NESTLE WATERS	30043					
PRESSURE WASHING SERVICES	ALL CLEANERS, INC	30142		DGO PREMIUM SERVICES	Hispanic	WE'RE CLEANING	African American
SALT PILE TARPAULIN COVERING AND INSTALLATION	CHICAGO UNITED INDUSTRIES	30269					
METEOROLOGICAL SERVICES	ACCUWEATHER	28996					
HIGH VISIBILITY PROTECTIVE CLOTHING	SILK SCREEN EXPRESS	30407	Non-Minority WBE				
BALLED AND BURLAPPED TREE PLANTING, MAINTENANCE AND SERVICES	SEVEN-D CONSTRUCTION CO.	32461	Hispanic	Seven D	Hispanic		
BALLED AND BURLAPPED TREE PLANTING, MAINTENANCE AND SERVICES	SEVEN-D CONSTRUCTION CO.	33375	Hispanic			DJ MASSAT, INC	Non-Minority
SMALL TOOLS AND INDUSTRIAL TOOLS	ROOT BROS MFG & SUPPLY CO	28295					
SMALL TOOLS AND INDUSTRIAL TOOLS	MSC INDUSTRIAL	28296					

AUTO POUND MANAGEMENT, BOOT RELEASE & TOW, AND RELATED TOWING	UNITED ROAD TOWING INC	34921		Black Dog Chicago Corp	Asian	West Fuels	Non-Minority
				Bakari Services	African American	Multi Products Distribution	Hispanic
				Crystal Clear Window Washing	African American	DAN'S PRINTING AND OFFICE SUPPLIES	Non-Minority
				Kate's Detective	African American	G & E Sales Corporation	Non-Minority
				Higinio Towing	Hispanic	West Fuels	Non-Minority
				Hugo H Moultry	African American	G. Cooper Oil Company	Non-Minority
				Quimex	Hispanic	Tire Services Company	Non-Minority
				Numero Uno	Hispanic		
				Sanchez Paving	Hispanic		
				Tri-Angle Fabrication	Hispanic		
				Brad's Tire, Inc.	African American		
OPERATION AND MAINTENANCE OF CITY OWNED MATERIAL RECYCLING AND RECOVERY FACILITY (MRRF)	ALLIED WASTE SERVICES	21472		E. King	African American	West Fuels	Non-Minority
				B.B.D Trucking	African American		
	HEARTLAND RECYCLING, LLC	21474		Chicago United	Hispanic	West Fuels	Non-Minority
				Truck Tire Sales	Hispanic		
				South Chgo Trucking	Hispanic		
				Truck King	Hispanic		
	MAT LEASING INC	21473		South Chgo Trucking	Hispanic	West Fuels	Non-Minority
				Hernandez Trucking	Hispanic		
Truck Tire Sales				Hispanic			

WEED CUTTING SERVICES	THE MOWING DEPOT	29170		Midwest Moving & Storage	Hispanic			
				O'Wallace Landscaping	African American	G. Cooper oil	Non-Minority	
	TRUCK TIRE SALES, INC.	28951	Hispanic			Tulsa Power Service, Inc.	Non-Minority	
ROLL OFF BOX SERVICES	BRACKEN BOX INC	34429		Petromex	Hispanic	West Fuels	Non-Minority	
						HCR Carriers Inc.	Non-Minority	
8FT, 16 GAUGE STEEL BARRIERS AND REPLACEMENT	T & N CHICAGO, INC.	30602	African American	Delivery Distributions	African American			
MOBILE REFUSE CARTS	CHICAGO UNITED INDUSTRIES	29439	Hispanic			ALKO AUTOMOTIVE	Non-Minority	
						THE TRAVEL GALLERY	Non-Minority	
MOBILE REFUSE CARTS	ROOT BROS MFG & SUPPLY CO	95624		NELSON TRANSPORT	African American	MDI TRANSPORTATION	Non-Minority	
BULK ROCK SALT AND DE-ICING MATERIALS	MORTON SALT CO	40769		Matias Trucking	Hispanic	E.King	African American	
EMERALD ASH BORER SUPPLIES EQUIPMENT AND TREATMENT SERVICES	ARTHUR GLESEN, INC.	29921						
STEEL TRASH RECEPTACLES	CHICAGO UNITED INDUSTRIES	43554	Hispanic					
TIRE RECYCLING AND DISPOSAL SERVICES	ALLIED WASTE SERVICES	28192		BBD Trucking	African American	West Fuels	Non-Minority	
FURNISHING TRANSFER STATIONS AND DISPOSAL SITE(S) (LANDFILLS)	HEARTLAND RECYCLING, LLC	12199		Chicagoland Trucking	Hispanic	West Fuels	Non-Minority	
				S.A.J. Trucking	Hispanic	Tri- State Disposal	Non-Minority	
	RECYCLING SYSTEMS, INC	12198				Luise, Inc.	Non-Minority	
	WASTE MANAGEMENT OF ILLINOIS	12202			Petromex	Hispanic	West Fuels	Non-Minority
							G. Cooper Oil Company	Non-Minority
	ALLIED WASTE SERVICES	12203			E. King	African American		
					Harmons Motor	African American	West Fuels	Non-Minority
LAND & LAKES CO	12201							

COLLECTION AND PROCESSING OF BLUE CART MATERIALS	WASTE MGMT OF ILLINOIS	24288		Petromex	Hispanic	West Fuels	Non-Minority
						G. Cooper Oil	Non-Minority
	METAL MGMT	24994		Petromex	Hispanic	Caldwell Letter Service, Inc.	Non-Minority
				Brad's Tire, Inc.	African American	La Grange Crane Service, Inc.	Non-Minority
						M & G Graphics, Inc.	Non-Minority
					Luise Inc	Non-Minority	
RODENTICIDE	CHICAGO UNITED INDUSTRIES	58961	Hispanic				
	SENESTECH	59018					
TREE STUMP AND DEBRIS REMOVAL SERVICES	SPEEDY GONZALEZ LANDSCAPING (Area 1 & 2)	32341	Hispanic				
	O'WALLACE LANDSCAPING	32034	African American				
MOBILE TRAILERS - RENTAL	MOBILE FACILITIES	26313		Sutton Ford	African American		
				Carson Tire Svs	Hispanic	Valade	Non-Minority
				Petromex	Hispanic	Four Corners of the World	Hispanic
CRIME DETERRENT	Q-STAR TECHNOLOGY	60155					
POST EMERGENCE HERBICIDE	MCCLENDON HOLDINGS	49521					
PURCHASE, PARTS AND SERVICES FOR HORIZONTAL FEED GRINDER	SMORACY, LLC	55610		Tri-Angle Fabrication	Hispanic		



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DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-02 Savings

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Reilly asked for the savings generated by a zero-based budgeting process.

DSS has closely examined past spending habits, recent expenditures and expected contract costs. This analysis identified possible reductions in several areas. DSS eliminated 40 positions and has been able to reduce our non-personnel request for:

- Bulk Rock Salt Material (account 0340 – cut \$1.165 M)
- Towing Professional Services (account 0140 - cut \$209,900)
- Repair & Maintenance of Equipment (accounts 0162 – cut \$15,682)
- Hand-held Tools (account 0401 –cut \$7,300)
- Various Material and Supplies (account 0340 – cut \$61,862)

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Commissioner
Streets and Sanitation

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Mayor’s Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-03 311 Service Completion report by Ward

The following information is provided in response to questions posed at our department’s hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Ervin asked for a report detailing 311 service request completions by ward.

<u>WARD</u>		<u>WARD</u>		<u>WARD</u>		<u>WARD</u>	
1	4,331	16	5,821	33	6,131	46	8,745
2	8,767	17	6,950	32	5,866	47	2,919
3	4,594	18	6,887	33	9,307	48	8,374
4	4,347	19	6,627	34	6,574	49	3,259
5	3,333	20	7,759	35	11,399	50	3,408
6	3,388	21	5,324	36	5,859		
7	7,511	22	7,627	37	6,432		
8	5,782	23	5,474	38	6,673		
9	7,406	24	5,468	39	6,803		
10	7,684	25	6,040	40	7,132		
11	5,657	26	5,359	41	5,238		
12	6,230	27	5,865	42	5,166		
13	6,445	28	7,782	43	3,711		
14	5,332	29	7,657	44	4,033		
15	7,538	30	6,429	45	5,242		

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CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-04 List of department contractors

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Ervin asked for a list of vendors contracting with DSS, including their MBE/WBE status.

Attached please find a list of the department's contracts along with contractor name and status.

As always, please let me know if you have any further questions.

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PO Description	Vendor Name	PO No		MBE NAME	Ethnicity	WBE NAME	Ethnicity
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CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-05 Resource Allocation by Division

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Ervin asked for a report detailing the allocation of refuse collection resources per division.

Division 1 – Ravenswood	27 refuse trucks; 13 recycling trucks
Division 2 – Mayfair	36 refuse trucks; 0 recycling trucks
Division 3 – Northwest	34 refuse trucks; 0 recycling trucks
Division 3A – Homer/Kilpatrick	29 refuse trucks; 0 recycling trucks
Division 4 – Medill	30 refuse trucks; 0 recycling trucks
Division 5 – 34 th / Lawndale	31 refuse trucks; 14 recycling trucks
Division 6 – Southwest 39 th / Iron	35 refuse trucks; 0 recycling trucks
Division 7 – 52 nd / Oakley	33 refuse trucks; 0 recycling trucks
Division 8 – 900 E. 103 rd	36 refuse trucks; 0 recycling trucks

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

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Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-06 Resource Allocation by Division

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Smith asked for the number of vacant positions coming into the 2020 fiscal year.

Streets and Sanitation had 62 vacancies at the beginning of 2020.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

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Commissioner
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CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-07 Ward Superintendent Gender

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Taylor asked for the number of female ward superintendents in DSS.

Streets and Sanitation has two female Ward Superintendents.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

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Commissioner
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CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-08 Number of Tree Trimmers

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Martin asked for the number of Tree Trimmer positions in Forestry for the years 2018-2020.

Year	Budgeted Tree Trimmer Positions
2018	55
2019	107
2020	107

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

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Chairman, Committee on Budget and Government Operations

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Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-09 Compost Program

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Martin asked for information regarding possible compost pilot programs.

In late 2020 and early 2021, DSS will be working with a consultant to develop a scope of service for the collection and processing of yard waste, food scraps, and other organic materials from 623,000 low-density households currently serviced by DSS. As part of this scope of services, both the collection of the "organics" and proper handling of the materials or composting should be considered. The development of the scope will incorporate research and analysis of best practices, implementation strategy, education strategy, and estimated budget for a city-wide program.

As always, please let me know if you have any further questions.



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DEPARTMENT OF STREETS AND SANITATION

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Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-10 Overtime Information

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Vazquez asked for a breakdown of overtime expenditures by type, including overtime costs due to civil unrest.

Streets and Sanitation has spent \$17,414,402 through October 31 on overtime expenses this year. Main categories include:

Aldermanic Blitzes	Homeless Encampment Cleanup
City Looting Cleanup	Public Protest / Police Activity
COVID-19	Traffic Accidents and Emergencies
Equipment Cold Start	Union Contracted Overtime
Expressway Cleanup	Vacant Lot Cleaning
Forestry Tree	
Emergencies	Vacation / Relief Coverage
Graffiti Removal	Winter Operations
Holiday Overtime	

DSS has spent \$5,680,466 through October 31 on Public Protest / Police Activity.

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Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-11 Street Sweeping

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Vazquez asked for a report detailing when street sweeping ended each year.

Streets and Sanitation suspended street sweeping operations on the following dates:

2017 – November 17
2018 – November 16
2019 – November 22
2020 – November 20

As always, please let me know if you have any further questions.



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Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-12 Recycling Vendor Profit

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Vazquez asked for a report detailing recycling contractor profit numbers.

Streets and Sanitation's contracted recycling vendors are not required under their contracts to disclose their profit amounts or profit margin. DSS has no way of independently estimating those numbers.

As always, please let me know if you have any further questions.



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Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-13 Penalties for Poor Recycling Performance

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Vazquez asked for information regarding poor performance penalties included in the new recycling RFP.

Streets and Sanitation has included the following penalties in the new recycling contracts:

- ❖ Vendor will be penalized monetarily for missed services:
 - \$25 "Unallowable Miss" – Missed Service Location and not recovered within 2 business days.
 - \$250 "Unallowable Miss"- Missed Service Locations 3 times in a Qtr.
 - \$25 For a complaint logged with the 311 electronic Database that was closed before service or indicating service was provide when not.

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Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-15 Brackenbox Contract

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman La Spata asked for the current Brackenbox contract.

The current Bracken Box contract can be found attached.

As always, please let me know if you have any further questions.

Contract Summary Sheet

Contract (PO) Number: 34429

Specification Number: 129265

Name of Contractor: BRACKEN BOX INC

City Department: DEPT OF STREETS & SANITATION

Title of Contract: ROLL OFF BOX SERVICES

Term of Contract: Start Date: 2/19/2016

End Date: 2/18/2019

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):

\$61,735,000.00

Brief Description of Work: ROLL OFF BOX SERVICES

Procurement Services Contract Area: WORK SERVICES / FACILITIES MAINT.

Please refer to the DPS website for Contact information under "Doing Business With The City".

Vendor Number: 52500037

Submission Date: February 23, 2016

City Use Only	City Use Only	City Use Only
City Vendor No.	Vendor Name	City Contract/PO No.
52500037	BRACKEN BOX INC	34429



ROLL OFF BOX SERVICES

Specification Number: 129265

Issued by:
CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES

Required for use by:
CITY OF CHICAGO DEPARTMENT OF STREETS AND SANITATION

- Bidder Inquiry Deadline:** 4:00 PM Central Time, September 17, 2015, Inquiries must be in writing.
- Pre-Bid Conference:** September 22, 2015, 2:00 p.m., Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, IL
- Bid Opening Date:** October 21, 2015
Bid Opening Time: 11:00 AM Central Time
Bid Opening Location: Bid & Bond Room, City Hall, Room 103, 121 N. LaSalle Street, Chicago, Illinois 60602
- Information:** Larry L. Washington, Procurement Specialist
Email: larry.washington@cityofchicago.org, **Fax:** 312-744-5611, **Phone:** 312-744-8981
DPS Address: City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602
DPS Web: www.cityofchicago.org/procurement and www.cityofchicago.org/bids

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

Bid must be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **Roll Off Box Services**, the specification number, **129265**, the time and date specified for receipt and marked "**Bid Enclosed**". The name, address and phone number of the Bidder must also be clearly printed on the outside of all envelope(s) or package(s).

Bid Deposit:	None	DPS Unit:	Work Services
Performance Bond:	None	Reverse Auction:	No
City Business Preference	Yes	Drawings:	None
Local Manufacture Preference	No	Exhibits:	1
Alternative Fuel Vehicle Pref.	Yes	Maps:	None
Small Business/Veteran Pref.	Yes	Contract Term	Thirty-six (36) Months
Bid Specific Goals:	0% MBE and 0% WBE	Start Date:	<u>February 19, 2016</u>
Funding Source:	Non-Federal	Expiration Date:	<u>February 18, 2019</u>
Fund Number:	015-0300-081-2020-0185-220185 and Various		

Rahm I. Emanuel
Mayor

Jamie L. Rhee
Chief Procurement Officer

LEGAL ADVERTISEMENT

September 4, 2015

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

Sealed Bids will be received and must be submitted on documents provided by the City of Chicago, on the date and time, stated for those specific Bids listed below, in the Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, 312-744-9773. Bids will be opened and publicly read aloud for the following:

DESCRIPTION: Roll Off Box Services

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO: 129265

BID/PROPOSAL OPENING DATE: **October 21, 2015**

TIME: 11:00 a.m., Central Time

PRE-BID CONFERENCE: September 22, 2015, Bid & Bond, Room 103, 2:00 p.m., 121 North LaSalle Street, Chicago, IL 60602

CONTACT: Larry L. Washington,
Procurement Specialist
Email: larry.washington@cityofchicago.org

DESCRIPTION: Snow Plowing and De-icing Services

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO: 132053

BID PROPOSAL OPENING DATE: **October 15, 2015**

TIME: 11:00 a.m., Central Time

PRE-BID CONFERENCE: September 17, 2015, Bid & Bond, Room 103, 2:00 p.m., 121 North LaSalle Street, Chicago, IL 60602

CONTACT: William L. Dotson,
Procurement Specialist
Email: william.dotson@cityofchicago.org

DESCRIPTION: Request for Qualifications "RFQ" for Design Consulting Services

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO: 131155

PROPOSAL OPENING DATE: **October 13, 2015**

TIME: 4:00 p.m., Central Time

PRE-SUBMITTAL CONFERENCE: September 23, 2015 at 11:00 a.m., Room 1103, City Hall

CONTACT: Gary S. Bell,
Senior Procurement Specialist
Email: gary.bell@cityofchicago.org

TARGET MARKET PROGRAM

Bidding Restricted to City of Chicago Certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) With Appropriate Specialty Area Designation.

DESCRIPTION: Request for Qualifications "RFQ" for Design Consulting Services

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO: 132366

PROPOSAL OPENING DATE: **October 13, 2015**

TIME: 4:00 p.m., Central Time

PRE-SUBMITTAL CONFERENCE: September 23, 2015 at 11:00 a.m., Room 1103, City Hall

CONTACT: Gary S. Bell,
Senior Procurement Specialist
Email: gary.bell@cityofchicago.org

NOTICE OF BID ADDENDUM: Addendum 3 will be e-mailed to all bidders on the Bid Opportunity Take-Out List

DESCRIPTION: Gamewell Fire Control Instruments Master Box and Accessories for Fire Alarms and Related Equipment

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO: 123618

ORIGINAL BID/PROPOSAL OPENING DATE: **July 31, 2015**

REVISED BID/PROPOSAL OPENING DATE: **September 21, 2015**

TIME: 11:00 a.m., Central Time

CONTACT: Hugo Zapata-Martinez,
Senior Procurement Specialist
Email: hugo.zapata@cityofchicago.org

DESCRIPTION: Snow Removal Services at Midway International Airport

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids

SPECIFICATION NO: 131563

BID/PROPOSAL OPENING DATE: **October 2, 2015**

TIME: 11:00 a.m., Central Time

PRE-BID CONFERENCE: **September 14, 2015 at 10:00 a.m., Midway Airport Maintenance Complex, 6201 S. Laramie Avenue, Chicago, IL 60638**

CONTACT: Christopher DeGard,
Senior Procurement Specialist
Email: christopher.degard@cityofchicago.org

LEGAL ADVERTISEMENT

October 14, 2015

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

Sealed Bids will be received and must be submitted on documents provided by the City of Chicago, on the date and time, stated for those specific Bids listed below, in the Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, 312-744-9773. Bids will be opened and publicly read aloud for the following:

DESCRIPTION: **Rental of Sound Equipment and Related Services for City Festivals**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **131188**
BID/PROPOSAL OPENING DATE: November 13, 2015
TIME: 11:00 a.m., Central Time
PRE-BID CONFERENCE: October 21, 2015 at 10:00 a.m., Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602
CONTACT: Rony Mammoo, Procurement Specialist
Email: rony.mammoo@cityofchicago.org

DESCRIPTION: **Storage, Parts and Services for City Owned Vessels**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **125831**
BID/PROPOSAL OPENING DATE: November 16, 2015
TIME: 11:00 a.m., Central Time
PRE-BID CONFERENCE: October 21, 2015 at 1:00 p.m., Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602
CONTACT: Rony Mammoo, Procurement Specialist
Email: rony.mammoo@cityofchicago.org

DESCRIPTION: **Request for Proposal ("RFP") for Leased High Volume Black and White Production Copiers and Services**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **126797**
PROPOSALS DUE: November 20, 2015
TIME: 4:00 p.m., Central Time
PRE-BID CONFERENCE: October 20, 2015 at 1:00 p.m. at the City of Chicago, Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602
CONTACT: Robert Kelly, Senior Procurement Specialist
Email: Robert.Kelly@cityofchicago.org

NOTICE OF ADDENDUM: Addendum # 1 will be e-mailed to all bidders on the Bid Opportunity Take-Out List
DESCRIPTION: **Roll Off Box Services**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **129265**
ORIGINAL BID/PROPOSAL OPENING DATE: October 21, 2015
REVISED BID/PROPOSAL OPENING DATE: November 3, 2015
TIME: 11:00 a.m., Central Time
CONTACT: Rony Mammoo, Procurement Specialist
Email: rony.mammoo@cityofchicago.org

NOTICE OF ADDENDUM: Addendum # 5 will be e-mailed to all bidders on the Bid Opportunity Take-Out List and/or Pre-Bid Conference Attendee List
DESCRIPTION: **Maintenance, Parts, and Repair of Compressed Natural Gas (CNG) Fueling Stations**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **121641**
ORIGINAL BID/PROPOSAL OPENING DATE (Without Pricing): June 30, 2015
REVISED BID/PROPOSAL OPENING DATE (Without Pricing): November 16, 2015
REVERSE AUCTION DATE: TBD
TIME: 11:00 a.m., Central Time
CONTACT: Michael L. Smith, Procurement Specialist
Email: michael.smith@cityofchicago.org

NOTICE OF ADDENDUM: Addendum #5 will be e-mailed to all bidders on the Bid Opportunity Take-Out List
DESCRIPTION: **Preventative Maintenance Services, Parts and Repair Services for Water Softener Equipment**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **112876**
CURRENT BID OPENING DATE: October 18, 2015
REVISED BID OPENING DATE: October 30, 2015
TIME: 11:00 a.m., Central Time
CONTACT: Robert Kelly, Senior Procurement Specialist
Email: robert.kelly@cityofchicago.org

LEGAL ADVERTISEMENT

November 2, 2015
CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

Sealed Bids will be received by the City of Chicago, on the date and time, stated for those specific Bids listed below, in the Bid & Bond, Room 103, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, 312-744-9773. Bids will be opened and publicly read aloud for the following:

NOTICE OF ADDENDUM: ADDENDUM # 1 WILL BE E-MAILED TO ALL BIDDERS ON THE BID OPPORTUNITY TAKE-OUT LIST

DESCRIPTION: **STORAGE, PARTS AND SERVICES FOR CITY OWNED VESSELS**

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **125831**

ORIGINAL BID/PROPOSAL
OPENING DATE: November 16, 2015
TIME: 11:00 a.m., Central Time

CONTACT: Rony Mammoo,
Procurement Specialist
Email: rony.mammoo@cityofchicago.org

NOTICE OF ADDENDUM: Addendum #1 will be e-mailed to all bidders on the Bid Opportunity Take-Out List

DESCRIPTION: **Request for Qualifications (RFQ) for Target Market Planning Now Services**

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **131664**

ORIGINAL BID/PROPOSAL
OPENING DATE: November 19, 2015
TIME: 4:00 p.m., Central Time

CONTACT: Irma Yarnill Lara,
Senior Procurement Specialist
Email: irma.lara@cityofchicago.org

NOTICE OF ADDENDUM: Addendum #1 will be e-mailed to all bidders on the Bid Opportunity Take-Out List

DESCRIPTION: RFP - **Large Frame Aircraft Fire Training Simulator, Design, Build and Maintenance Services for Chicago O'Hare International Airport.**

BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **129373**

ORIGINAL BID/PROPOSAL
OPENING DATE: November 6, 2015
REVISED BID/PROPOSAL
OPENING DATE: November 17, 2015

TIME: 4:00 p.m., Central Time
CONTACT: Jezieel Cortes,
Procurement Specialist
Email: jezieel.cortes@cityofchicago.org

NOTICE OF ADDENDUM: Addendum # 2 will be e-mailed to all bidders on the Bid Opportunity Take-Out List

DESCRIPTION: **Roll Off Box Services**
BID DOCUMENT CAN BE DOWNLOADED AND PRINTED FROM URL ADDRESS: www.cityofchicago.org/bids
SPECIFICATION NO: **129265**

ORIGINAL BID/PROPOSAL
OPENING DATE: October 21, 2015
[FOR USE WITH POSTPONEMENTS: REVISED BID/PROPOSAL OPENING DATE: November 17, 2015]

TIME: 11:00 a.m., Central Time
CONTACT: Rony Mammoo,
Procurement Specialist
Email: rony.mammoo@cityofchicago.org

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

October 14, 2015

ADDENDUM NO. 1

FOR

ROLL OFF BOX SERVICES

Specification No. 129265

This document contains:

- I. Revisions to the Specification**
- II. Questions Submitted for clarification of the Specification**
- III. Addendum Receipt Acknowledgement**

For which Bids are scheduled to be received no later than 11:00 a.m., Central Time on October 21, 2015 in the Department of Procurement Services, Bid & Bond Room 103 City Hall.

Required for use by:
CITY OF CHICAGO
(Department of Fleet and Facility Management)



This Addendum is distributed by:

CITY OF CHICAGO
Department of Procurement Services

Bidder must acknowledge receipt of this Addendum No. 1 on the Bid Execution Page and should complete and return the attached Acknowledgment by email to

rony.mammoo@cityofchicago.org

Attn: Rony Mammoo, Procurement Specialist

(312) 744-1238

The information contained in this Addendum No.1 is incorporated by reference into the original Specification issued on September 4, 2015.

RAHM I. EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER

October 14, 2015

ADDENDUM NO. 1

FOR

ROLL OFF BOX SERVICES

SPECIFICATION NO. 129265

For which bids are due in the Department of Procurement Services, Bid & Bond Room, Room 103, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, at 11:00 a.m., Central Time, October 21, 2015.

The following questions/answers will be incorporated in the above-referenced Specification. All other provisions and requirements as originally set forth remain in full force and are binding.

BIDDER SHOULD ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID EXECUTION PAGE (ARTICLE 16) SUBMITTED WITH YOUR BID. FAILURE TO ACKNOWLEDGE MAY RESULT IN BID REJECTION.

Section I: Revisions to the Specification

Revision # Description

1. The previously advertised proposed due date has been postponed. **PROPOSALS ARE NOW DUE NO LATER THAN 11:00 A.M. CENTRAL TIME ON NOVEMBER 3, 2015, IN THE BID & BOND ROOM, ROOM 103, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.**
2. Addendum No. 2 is forthcoming which will clarify the questions raised at the Pre-Bid Conference held on September 22, 2015 and make any necessary revisions to the Specification.

SECTION II: Questions submitted for clarification of the Specification

1. Addendum No. 2 will clarify the questions raised at the Pre-Bid Conference, as well as those questions received afterwards by the deadline of September 25, 2015 for receipt of questions.

**CITY OF CHICAGO - DEPARTMENT OF PROCUREMENT SERVICES
JAMIE L. RHEE**

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

October 14, 2015

Addendum No. 1

to

BID FOR

ROLL OFF BOX SERVICES

SPECIFICATION NO. 129265

Required by:



CITY OF CHICAGO
Department of Fleet & Facility Management

Consisting of Sections I thru III including this Acknowledgment.

III. CLARIFICATION RECEIPT ACKNOWLEDGMENT

I hereby acknowledge receipt of Addendum No.1 to the Specification named above and further state that I am authorized to execute this Acknowledgment on behalf of the company listed below.

James Bracken
Signature of Authorized Individual

President
Title

James Bracken
Name of Authorized Individual (Type or Print)

Bracken Box
Company Name

708-331-4200
Business Telephone Number

Complete and Return this Acknowledgment by email to:
rony.mammoo@cityofchicago.org
Attn: Rony Mammoo, Procurement Specialist

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

November 2, 2015

ADDENDUM NO. 2

FOR

ROLL OFF BOX SERVICES

Specification No. 129265

This document contains:

- I. Revisions to the Specification**
- II. Questions Submitted for Clarification of the Specification**
- III. Addendum Receipt Acknowledgement**

For which Bids are scheduled to be received no later than 11:00 a.m., Central Time on November 3, 2015 in the Department of Procurement Services, Bid & Bond Room 103 City Hall.

Required for use by:
CITY OF CHICAGO
(Department of Fleet and Facility Management)



This Addendum is distributed by:

CITY OF CHICAGO
Department of Procurement Services

Bidder must acknowledge receipt of this Addendum No. 2 on the Bid Execution Page and should complete and return the attached Acknowledgment by email to

rony.mammoo@cityofchicago.org

Attn: Rony Mammoo, Procurement Specialist

(312) 744-1238

The information contained in this Addendum No. 2 is incorporated by reference into the original Specification issued on September 4, 2015.

RAHM I. EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER

November 2, 2015

ADDENDUM NO. 2

FOR

ROLL OFF BOX SERVICES

SPECIFICATION NO. 129265

For which bids are due in the Department of Procurement Services, Bid & Bond Room, Room 103, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, at 11:00 a.m., Central Time, November 3, 2015.

The following questions/answers will be incorporated in the above-referenced Specification. All other provisions and requirements as originally set forth remain in full force and are binding.

BIDDER SHOULD ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID EXECUTION PAGE (ARTICLE 16) SUBMITTED WITH YOUR BID. FAILURE TO ACKNOWLEDGE MAY RESULT IN BID REJECTION.

SECTION I: Revisions to the Specification

Revision # Description

1. The previously advertised proposed due date has been postponed. **PROPOSALS ARE NOW DUE NO LATER THAN 11:00 A.M. CENTRAL TIME ON NOVEMBER 17, 2015, IN THE BID & BOND ROOM, ROOM 103, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.**

2. **Article 5, Scope of Work and Detailed Specifications, Section 5.8, entitled, Permits**, the second paragraph is deleted in its entirety and replaced with the following:

The Contractor must submit, at the time of bid submission, copies of all required permits, licenses and insurance required by the applicable law showing that it is permitted to perform services as identified in the Specification. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this contract. Non-compliance with this requirement may cause for rejection of bid and/or termination of this contract.

3. **Article 5, Scope of Work and Detailed Specifications, Section 5.9**, entitled, **Right of Way Permitting**, is deleted in its entirety and replaced with the following:

The internet application to request roll-off dumpsters can be found on the City's web pages at:

http://www.cityofchicago.org/city/en/depts/cdot/provdrs/construction_information/svcs/public_right_of_wayusepermit.html

4. **Article 5, Scope of Work and Detailed Specifications**, is amended by adding a new **Section 5.14, No Stated Goals for MBE/WBE Participation** as follows:

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 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that the nature of the goods and/or services to be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable or cost-effective. Therefore, there will be no stated goals for MBE/WBE participation in this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

SECTION II: Questions submitted for Clarification of the Specification

1. **Question:** What is the current pricing? In 2009 the price was \$95 for the delivery and \$35.45 per ton disposal. There is an option for price increases and wanted to know if the pricing has changed since 2009.

Answer:

The Current pricing for PO # 19434:

Description	UOM	Price
DISPOSAL SERVICES - ROLL-OFF BOX MATERIALS	Ton	\$39.42
DISPOSAL SERVICES - TRANSPORTATION FOR DROP-OFF TO ANY LOCATION WITHIN THE CITY OF CHICAGO, PICK-UP AND DELIVERY TO DISPOSAL SITE FOR 15, 20, AND 30 CUBIC YARD ROLL-OFF BOXES	Box	\$105.63

The Current pricing for PO # 19435:

Description	UOM	Price
DISPOSAL SERVICES - ROLL-OFF BOX MATERIALS	Ton	\$23.8
RELOCATION SERVICES - TRANSPORTATION FOR DROP-OFF TO ANY LOCATION WITHIN THE CITY OF CHICAGO, PICK-UP AND DELIVERY TO DISPOSAL SITE FOR 15, 20, AND 30 CUBIC YARD ROLL-OFF BOXES	Box	\$0

2. **Question:** For Rolloff boxes placed in the public way where we would need a permit, who will pay for the permit? (Typically it is a pass-through charge to the customer)

Answer: The Contractor will not be responsible for paying for Permits with services provided under the term agreement. The successful bidder will be given specific instructions as to how to obtain the permit upon award.

3. **Question:** Are there any volume reports available that show the number of rolloff dumpsters and tonnage?

Answer: No, this information is not available.

4. **Question:** Are there any historical invoices available?

Answer: This information is not available.

5. **Question:** Although MBE/WBE participation requirements are 0%, is there consideration given to bidders that use MBE/WBE companies?

Answer: The City encourages MBE/WBE participation, however this will not be a bid evaluation factor. Refer to Section 5.14, entitled, No Stated Goals for MBE/WBE Participation in the bid specification.

6. **Question:** In Section 5.8, entitled Permits, there is a requirement for special waste hauler permits. Is this required for all trucks or just the ones handling the special waste containers?

Answer: This term agreement will not be used for the handling of Special Waste.

7. **Question:** Is the material that the City places in the roll off containers required to be dumped at a permitted MSW facility?

Answer: The Contractor will be responsible for disposing of the materials contained in the roll-off boxes at the proper facility.

8. **Question:** Can the material that the City places in the roll off containers be dumped at a permitted C&D (Construction and Demolition) only facility?

Answer: The Contractor will be responsible for disposing of the materials contained in the roll-off boxes at the proper facility.

9. **Question:** What are the different types of materials placed in the containers and what type of a transfer facility permit is required to receive and process these materials?

Answer: See section 5.5, entitled Description of Roll-Off Materials for Hauling and Disposal.

10. **Question:** Is the contractor required to pay for CDOT dumpster placement permits for containers requested by the City to be placed on the public way in Chicago?

Answer: Refer to the answer in question # 2.

11. **Question:** If the contractor is required to pay for CDOT dumpster placement permits for City requested containers, will the City of Chicago reimburse the contractor for the cost of these permits separately or must this cost be included in the "Disposal Services-Transportation for Drop-Off" bid price of this contract?

Answer: Refer to the answer in question # 2.

12. **Question:** What are the actual number of hauls by box size? and by month, over the previous 12 months?

Answer: This information varies per season/per project/per department. The number of hauls by box/size is not data that is maintained in the City's database and thereby this information is not readily available.

13. **Question:** What is the actual tonnage per month for the previous 12 months?

Answer: The actual tonnage is not data that is maintained in the City's database and thereby this information is not readily available.

14. **Question:** Do the trucks dropping off and picking up the boxes have to have Special Waste Hauler's Permits or is it only the trucks transporting the material from a transfer station to a licensed waste facility have to have the Special Waste Hauler's Permit?

Answer: The successful bidder must obtain all licenses/permits etc. required by the City and State, to provide the services identified in the Specification.

15. **Question:** Who will be responsible for obtaining and paying for the Permits that are required by the City when boxes are placed on City streets?

Answer: Refer to the answer in question # 2.

DEPARTMENT OF PROCUREMENT SERVICES – CITY OF CHICAGO

November 2, 2015

Addendum No. 2

to

BID FOR

ROLL OFF BOX SERVICES

SPECIFICATION NO. 129265

Required by:



CITY OF CHICAGO
Department of Fleet & Facility Management

Consisting of Sections I thru III including this Acknowledgment.

III. ADDENDUM RECEIPT ACKNOWLEDGMENT

I hereby acknowledge receipt of Addendum No.2 to the Specification named above and further state that I am authorized to execute this Acknowledgment on behalf of the company listed below.

James Bracken
Signature of Authorized Individual

President
Title

James Bracken
Name of Authorized Individual (Type or Print)

Bracken Box
Company Name

708-331-4200
Business Telephone Number

Complete and Return this Acknowledgment by email to:

rony.mammoo@cityofchicago.org

Attn: Rony Mammoo, Procurement Specialist

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BID SUBMITTAL CHECKLIST

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

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

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

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

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

ARTICLE 1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Read this carefully before preparing your bid.

1.1. The Bid Documents

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

1.2. Obtaining the Bid Documents

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

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

1.2.1. Printed Bid Documents

Printed copies of Bid Documents are available for pickup from:

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

Plans and Drawings may only be available on CD.

1.2.2. Downloadable Bid Documents

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

www.cityofchicago.org/bids

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

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

1.3. Clarifications and Addenda

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

www.cityofchicago.org/bids

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

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

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

1.4. Examination of the Bid Documents and Work Site

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

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

1.5. Pre-Bid Conference and Site Visit

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

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

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

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

1.6. Questions Regarding the Bid Documents; Bidder Inquiry Deadline

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

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

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

1.7. Exceptions

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

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

1.8. Taxes Included in Bid Prices

Materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The City's Tax Exemption Certificate number is 36-6005820.

Materials purchased by the City of Chicago are not subject to the State of Illinois Sales Tax. The City's Tax Exemption Certificate number is E9998-1874-07.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

1.9. Bid Prices Must Incorporate All Costs

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

1.10. Completion of the Bid Documents

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

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

1.11. Conflicts of Interest

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

1.12. Required Forms and Fees

1.12.1. Certificate of Filing for Online EDS

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

1.12.2. MBE/WBE Program

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

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

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

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

1.12.3. Bid Deposits and Bid Bonds

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

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

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

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

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

1.12.4. Performance and Payment Bonds

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

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

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

1.12.5. Contractor's Financial Statement

If requested by the Chief Procurement Officer, Bidder must file a "Contractor's Statement of Experience and Financial Condition" dated not earlier than the end of Bidder's last fiscal year period. The "Contractor's Statement of Experience and Financial Condition" will be kept on file as a representative statement for one year. The "Contractor's Statement of Experience and Financial Condition" forms are available in the Bid & Bond Room, City Hall Room 103, Chicago, IL 60602, or may be downloaded at www.cityofchicago.org/form. Failure to provide a "Contractor's Statement of Experience and Financial Condition" if requested may be cause for rejection of the Bid.

1.12.6. Other Required Forms and Documents

Other forms required to be included with the Bid are:

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

1.13. Trade Names and Substitutions

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

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

Documentation in support of alternate items includes:

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

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

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

The CPO may, in his or her sole discretion, accept an alternate item for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the solicitation. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the bid.

1.14. Authorized Dealer/Distributor

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

1.15. Estimated Quantities

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

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

1.16. Submission of Bids

1.16.1. Date, Time, and Place

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

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

1.16.2. Bids Must Be Sealed and Properly Labeled

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

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

1.16.3. Bidders Are Responsible for Bid Delivery

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

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date

and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

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

1.16.4. Transparency Website; Trade Secrets

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

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

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

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

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

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

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

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

1.17. Withdrawal of Bids

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

1.18. Bid Opening

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

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

1.19. Effective Term of Bid

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

Bidder may not withdraw or cancel or modify its Bid for a period of ninety (90) calendar days after the advertised closing time for the receipt of Bids. The City reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the ninety (90) day period.

1.20. Evaluation of Bids

1.20.1. Determination of Responsiveness

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

1.20.1.1. Must Bid All Line Items

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

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

1.20.1.2. Mathematical Calculations

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

1.20.1.3. Unbalanced Bids

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

1.20.1.4. Cash Billing Terms

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

1.20.2. Determination of Responsibility

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

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

1.20.2.1. Bidder Debts or Defaults

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

1.20.2.2. Competency of Bidder

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

1.21. Rejection of Bids and Waiver of Informalities

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

1.22. Statutory Adjustments to the Bid

1.22.1. City-based Businesses (Chicago Business Preference)

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

“City-based business” means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

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

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

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the contract base bid, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

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

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

1.22.2. Locally Manufactured Goods

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

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

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

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

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

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

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

Bidders desiring to take advantage of the Local Goods Incentive, if allocated, must submit documentation with their bid that the goods to be provided will be locally manufactured goods.

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

1.22.3. Alternately Powered Vehicles Bid Incentive

1.22.3.1. Definitions for Alternately Powered Vehicles Bid Incentive

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

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

"Alternately powered vehicle" means a vehicle that:

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

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

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

(D) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

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

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

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

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

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

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

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of

the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

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

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

1.22.3.2. Eligibility for Alternatively Powered Vehicles Bid Incentive

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

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

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

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

(C) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

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

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

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

1.22.4. Joint Ventures Between Small Business Enterprises and Veteran-Owned Business Enterprises

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

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

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

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

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

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

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

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

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

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as an eligible joint venture.

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

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

1.22.5. Child Support Arrearage

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

1.22.6. MacBride Principles Ordinance

If the Bidder conducts any business operations in Northern Ireland, it is hereby required that the Bidder will make reasonable and good faith efforts to conduct those operations in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 and Section 2-92-580 of

the Municipal Code to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland.

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

1.23. Consideration of Bids

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

1.24. Bid Protests

The bidder shall submit any protests or claims regarding this solicitation to the office of the City's Chief Procurement Officer located at City Hall Room 806, 121 North LaSalle Street, Chicago, Illinois 60602. A pre-bid protest must be filed no later than the five calendar days before the bid opening date, a pre-award protest must be filed no later than ten calendar days after the bid opening date, and a post-award protest must be filed no later than ten calendar days after the award of the contract.

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

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

1.25. Award of Contract; Notice of Award

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

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

ARTICLE 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Example Insurance Certificate of Coverage

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.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"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:

- Standard Terms and Conditions
- Addenda, if any
- Plans or drawings, if any
- Detailed Specifications / Scope
- Standard specifications or terms of the City, State, or Federal Government
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Invitation to bid and proposal (bid) pages, if applicable
- Performance Bond, if required
- Bid Deposit, if required

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. 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

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

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.

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 at least five (5) years 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 fourteen (14) 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 Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

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 14 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 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-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

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

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

3.2.3.2.2. Whistleblower Protection

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

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

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

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

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

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

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must

within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. Non-Discrimination

3.3.2.1. 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.

3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 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, 445 Ill. Admin. Code 750 Appendix A.

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.

3.3.2.3. 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.

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

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations

promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

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

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.

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

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"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 costs is to be paid from funds belonging to or administered by the City.

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

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

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

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

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

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is

valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

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

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

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.3. Wages

3.3.3.1. 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. A copy of the Order may be downloaded from the Chicago City Clerk's website at:
<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of October 1, 2014, the Minimum Wage to be paid pursuant to the Order is \$13.00 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.

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 of a Base Wage pursuant to MCC 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.

3.3.3.2. Living Wage Ordinance

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

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

As of July 1, 2015 the Base Wage is \$12.13. The current rate can be found on the Department of Procurement Services' website. 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.

3.3.3.3. 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.

3.3.4. 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:

3.3.4.1. 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.

3.3.4.2. 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.

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.

3.3.4.3. 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.

3.3.4.4. 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.

3.3.4.5. 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.

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise 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 its performance of the Contract no person having any such interest shall be employed. 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.

3.3.5.2. 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.

3.3.6. 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.

3.3.7. Other City Ordinances and Policies

3.3.7.1. 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).

3.3.7.2. 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.

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).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

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 DOT.

3.3.7.3. 2014 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.

3.3.7.4. Inspector General and Legislative 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 or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

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

3.3.7.5. 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).

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. 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 Health and Safety Act, 820 ILCS 225/.01, 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.

3.3.8.2. 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.

3.3.8.3. Compliance With 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.

3.3.8.4. 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. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. 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.

3.3.8.6. 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 48 hours of making, submitting or filing the original report.

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.

3.3.8.7. 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.

3.3.8.8. Environmental Claims and Related Matters

Within 24 hours of 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.

3.3.8.9. 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.

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

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;

11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

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

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

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

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

3.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

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

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

3.5. Events of Default and Termination

3.5.1. Events of Default

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

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

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

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

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

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

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

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

3.5.3. Remedies

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

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

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

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

3.5.6. Early Termination

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

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

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

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

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

3.6.1.2. Aviation Security

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

during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

3.6.1.3. Airport Security Badges

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

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

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

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

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

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

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

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

3.6.1.4.3. Safeguarding of Airport Property and Operations

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

3.6.1.4.4. Work on the Airfield

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All

obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

3.6.1.4.5. Parking Restrictions

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

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles

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

3.6.2.2. Access to Facilities

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

Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

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

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

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

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

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

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

3.6.2.3. Security Badges and Vehicle Permits

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

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

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

needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.

- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

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 WORK SERVICES CONTRACTS

4.1. The Services

4.1.1. Scope of Services

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

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

4.1.2. Estimated Quantities/Level of Service

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

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

4.1.3. Unspecified Services

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

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

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

4.2. Performance of the Services

4.2.1. Standard of Performance

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

4.2.2. Standard Working Hours

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

4.2.3. Character of Workers

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

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

4.2.4. Quality of Materials and Inspection

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

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

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

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

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

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

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

4.2.5. Manufacturer's Warranty and Product Information

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

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

4.2.6. Contractor's Warranties

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

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

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or

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

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

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

4.2.6.1. Correction or Re-Performance of Services

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

4.2.6.2. Timeliness

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

4.2.6.3. Delay

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

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

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

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

4.2.7. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting Services in such a manner as to minimize debris left in the public way and shall provide clean-up as

required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

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

4.2.8. Clean Up

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

4.2.9. Work Performed on City Property

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

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

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

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

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

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

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

Smoking is prohibited in all City of Chicago facilities.

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

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

4.2.10. Work In Progress

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

4.3. Compensation

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

4.4. Centralized Invoice Processing

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

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

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

Invoices for the Department of Aviation:

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

OR

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

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

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

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

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

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

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

4.5. Clean Diesel Fleet MCC 2-92-595

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

- A. Contractor must comply with the Clean Diesel Contracting Ordinance, MCC Section 2-92-595.
- B. Contractor and any Subcontractor(s) must utilize Ultra Low Sulfur Diesel Fuel (ULSD) for any heavy-duty diesel-powered vehicle, non-road vehicle or non-road equipment used in the performance of the Contract.
- C. Contractor and any Subcontractor(s) must minimize idling of motor vehicles and non-road vehicles used in the performance of the Contract during periods of inactivity, and must comply with the anti-idling requirements imposed by any applicable federal, state, or local law.
- D. Contractor and any Subcontractor(s), may not use any of the following vehicles and equipment in the performance of the contract:
- (i) any heavy-duty diesel vehicle not meeting or exceeding the US EPA's emission standards for heavy-duty diesel vehicles for the 1998 engine model year, unless such vehicle is fitted with a verified diesel emission control retrofit device; or
 - (ii) any non-road vehicle or non-road equipment not meeting or exceeding the US EPA's Tier 1 Non-road Diesel Standards, unless such vehicle or equipment is fitted with a verified diesel emission control retrofit device.
- E. Any heavy-duty diesel vehicles, non-road vehicles and non-road equipment used in the performance of this Contract must incorporate such engine or retrofit technology so that the Contractor, through such engine or retrofit technology used directly by the Contractor and all subcontractors, shall have a minimum of 2.1 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 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).
- 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.

4.6. Multi Project Labor Agreement (PLA)

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

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

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. General

The Contractor must furnish to the City of Chicago various Using Departments at various locations within the City of Chicago, empty 15, 20 and 30 Cubic Yard Roll-Off Boxes (as requesting Departments will determine the required size). In good condition, pick-up each container when full or when instructed by the various Using Departments, and legally dispose of the refuse or other materials. The Contractor acknowledges that the City has entered into this contract to fulfill the function of removing Roll-Off Box waste in a safe and environmentally reasonable manner. Further, the Contractor agrees that the Roll-Off Box waste becomes the property of the Contractor taking possession thereof at the time the pick-up occurs and ceases to be the property of the City.

In no event will the City be liable to the Contractor, its agents or assigns for any damages including, without limitations, incidental, consequential, or special damages arising out or in connection with the hauling and disposal of the waste.

For orders of Roll-Off Boxes to be delivered for the next morning by 7:00 a.m., the using department will notify the Contractor by 3:00 p.m., Monday through Friday of the day prior to the requested pick-up and/or delivery of Roll-Off Boxes. There will be no charge for the Roll-Off Boxes. Charges will be based on tonnage. The order will be placed via e-mail or fax. The e-mail or fax will contain the locations where the Roll-Off Box is to be and/or picked up. A confirmation e-mail or fax will be sent by the company to the using department acknowledging receipt of the order.

All orders placed by the using department for hauling of construction and demolition debris from site will be a minimum of two (2) tons. Any orders less than two (2) tons, the Contractor will be paid for two (2) tons of the hauling of construction debris.

All Roll-Off Boxes delivered for a specified day will be picked up the same day after 3:30 p.m., unless requested by using department, via e-mail or fax, to pick up the Roll-Off Box sooner or to leave the drop box on location.

The City may, from time to time, use the Roll-Off Box for yard waste disposal. The yard-waste will be material collected by DSS from residential homes and delivered to a specified Roll-Off Box.

5.2. Basis of Award

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

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

5.3. Funding

The source of funds for payments under this Contract is Fund Number 015-0300-081-2020-0185-220185 and Various. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

5.4. Contract Term

The Term for this Contract will be thirty-six (36) months, unless terminated earlier or extended pursuant to the terms this Contract.

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

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

5.4.1. Contract Extension Options

The Chief Procurement Officer has the option to unilaterally extend the term of this Contract following the expiration of the Contract Term for up to thirty-six (36) months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The option may be exercised as a single thirty-six month extension or as up to three separate extensions, each with a term no less than twelve months.

Before the expiration of the Contract Term, or if previously extended, the expiration of the term as extended, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to extend the Contract. 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.

Prior to expiration of the Contract, the Chief Procurement Officer reserves the right to extend the Contract term for a period of no more than one hundred eighty-one (181) Calendar Days or until such time a new contract has been awarded, whichever event occurs first, for the purpose of providing continuity of services and/or supply while procuring a replacement contract. The CPO will give the Contractor notice of the City's intent to exercise its option to extend the Contract for the approaching option period.

5.5. Description of Roll-Off Materials for Hauling and Disposal

Roll off materials for disposal are broken concrete, asphalt, excavated stone, dirt, sand, clay, discarded construction/demolition materials, street sweeping materials, refuse and other discarded materials. Also separately collected yard-waste means; grass, leaves, branches, brush and garden waste, and other 'landscape waste' within the meaning of 415 ILCS5/3.270.

Refuse defined in the Municipal Code of the City of Chicago, Section 7-28-200 as follows: All garbage, junk, ashes and all other rejected matter, rubbish, and dust.

5.6. Response Time

The Contractor is required to provide the various Departments with an empty container and to replace the full container (which is to be removed) at the same time and respond within 12 thru 24 hours seven (7) days a week from the initial request by the various Departments.

Repeated delays or failures by the Contractor to meet the above requirements may be cause by the City to terminate the contract, and may further affect the Contractor's eligibility for future contract awards.

For orders of Roll-Off Boxes to be delivered for the next morning by 7:00 a.m., CDOT will notify the Contractor by 3:00 p.m., Monday through Friday of the day prior to the requested pick-up and/or delivery of roll-off boxes.

5.7. Equipment Requirements

The Contractor must have access to one or more property licensed and permitted disposal facilities or transfer stations sufficient to accommodate all waste/materials transported.

All Roll-Off Boxes issued to the City of Chicago must be easily identifiable with a coded sticker. The sticker must identify the City of Chicago and the requesting Departments.

When requested by the Chief Procurement Officer, the Contractor must provide the City (within 48 hours from the time of the request) an inventory list of the equipment they have available for the purposes of providing Roll-Off Box Services.

5.8. Permits

The Contractor must, at its own expense and in its own name, obtain and keep current throughout the contract term all permits, licenses, vehicle stickers, certificates and licensed required by the City of Chicago

and/or other State or Federal requirements as may be necessary to legally perform its contract obligations under this contract.

The Contractor must submit, **at the time of bid submission**, copies of all required Special Waste Hauler's vehicle and permit numbers as required by the applicable law showing that it is permitted to haul the Ash Residue under this contract. Copies of all permits and insurance certificates that require periodic renewal must be forwarded to the Chief Procurement Officer throughout the duration of this contract. Non-compliance with this requirement may cause for rejection of bid and/or termination of this contract.

5.9. Right Of Way Permitting

The Contractor must use the City of Chicago Department of Transportation Internet permitting registration process (See Attached).

5.10. Environmental Control During Transport

The Contractor must haul Roll-Off Box materials in vehicles and/or complying with all applicable Federal, State, City and other local governmental and agency's laws, ordinances, rules, regulations and codes as described above under "Environmental Control During Transport". All equipment used to transfer materials must be designed to prevent spillage of materials during hauling operation. Contractor's equipment must fully comply with all City, State and Federal regulations, laws and ordinances pertaining to size, load weight and safety. The City shall not be liable for any violation committed on the part of the Contractor in the handling, hauling, disposal or transportation (by any method) of the Roll-Off Boxes materials.

5.11. Audit Inspection

The City of Chicago and its offices, agencies and departments shall have the right to inspect the Contractor's operations, including, but not limited to, records, hauling, land filling, and methods, policy and procedures used by the Contractor in connection with this contract to verify compliance with the terms of this contract.

5.12. Price Adjustment (Capped Rate)

A maximum 3% annual increase may be allowed after the initial 12 month period. The Contractor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of price increase. The Contractor must also furnish a written statement which states that the increase represents the cost of the product and in no way includes an increase for profits or overhead. The Chief Procurement Officer may require additional information to verify the price increase.

The request for price increase must be submitted within 30 days of the twelve (12) month anniversary of the Contract start date. If the price increase request is not submitted within this timeframe, the Contractor will

5.13. Exceptions

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet the outlined specifications. The impact of exceptions to have the specification will be evaluated by the City in determining its needs.



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 • (217)782-2829

PAT QUINN, GOVERNOR

LISA BONNETT, DIRECTOR

September 17, 2013

KLF Trucking Co.
Mr. Kelly Bracken
2300 W. 167th St.
Markham, Illinois 60428

Brackenbox Inc
Kelly Bracken
2300 W 167th St
Markham, 60428

Re: 0311775069 -- Cook County
KLF Trucking Co. -- S.W.H. Permit # 4515 App #13.0
For Special Waste Hauling

Dear Mr. Bracken:

Special Waste Hauling Permit 4515 is hereby issued to KLF Trucking Co. and Brackenbox Inc, to engage in special waste hauling in the State of Illinois, utilizing the vehicles, tanks and equipment enumerated in the application for permit dated August 30, 2013 and consisting of 2 pages. A copy of said application for permit is hereby incorporated by reference.

This special waste hauling permit is issued subject to the standard conditions set forth on pages 4 and 5, attached hereto and incorporated herein by reference, and is further subject to any additional conditions.

This permit, issued September 17, 2013, is valid from September 17, 2013, to and through August 31, 2016, for all registered vehicles with State of Illinois license plates.

In accordance with 809, upon issuance of a special waste hauling permit, the owner and/or operator of any such vehicle used to transport special waste shall maintain within the vehicle a legible photocopy of the special waste-hauling permit. Issuance of the special waste hauling permit shall be disclosed by the owner and operator of the vehicle to any representative of the State of Illinois...any generator of the special waste, or any treatment storage, or disposal facility which has handled, is handling or will handle the special waste. Upon request by such representative, the owner and operator of the vehicle for review shall make the photocopy available. The owner/operator of the vehicle shall also comply with any otherwise applicable federal regulations.

If you have any questions, please contact me at 217/785-2361.

Sincerely,

Hope Wright
Waste Reduction and Compliance Section
Division of Land Pollution
Bureau of Land

HW
Enclosures



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NO STATED GOAL REPLY MEMORANDUM

TO: Charles L. Williams
Commissioner
Department of streets and Sanitation

FROM:



Jamie L. Rhee
Chief Procurement Officer

DATE: JUN 03 2015

RE: Roll Off Box Services
Specification No. 129265 / Requisition No. 95734

After further review and consideration, the Department of Procurement Services approves the No Stated Goal request for the Roll Off Box Services project for the Department of Streets and Sanitation.

If you have any questions, please contact Monica Jimenez, Deputy Procurement Officer at (312) 744-0845.

MJ:gs



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, 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
0%	0%

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 the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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

Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

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

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

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

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

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

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

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

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

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor 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. 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.
- 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 / Indirect Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the 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;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

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.

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; 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.

6.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List



**CITY OF CHICAGO
ASSIST AGENCY LIST**

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

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

<p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p> <p>Hispanic American Construction Industry Association (HACIA) 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: info@haciaworks.org Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@ihccbusiness.net Web: www.ihccbusiness.net</p> <p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: d.lorenzopadron@latinamericanchamberofcommerce.com Web: www.latinamericanchamberofcommerce.com</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: shandy@infrastructure-eng.com Web: www.nomeonline.org</p> <p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Email: info@nawbochicago.org Web: www.nawbochicago.org</p>	<p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Email: bevans@rainbowpush.org Web: www.rainbowpush.org</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: aprilcobra@hotmail.com Web: www.suburbanblackcontractors.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Email: mkm@mkmseervices.com Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org</p>
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Rev. 8/2013

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.: 129265
Project Description: Roll Off Box Services

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 - 1. Profit and loss sharing: _____
 - 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

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

- _____
- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: _____
 2. Major purchases: _____
 3. Estimating: _____
 4. Engineering: _____
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

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

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

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

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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

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

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

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

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



FOR
NON-CONSTRUCTION
PROJECTS ONLY

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

Project Name: Roll Off Box Services Specification No.: 129065
From: Petromax, Inc.
(Name of MBE/WBE Firm)
To: Brackenbox, Inc. 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:

Fuel Supplier

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

Market Price - Net 30 Days

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.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Felipe J. Estrada 3-14-16
(Signature of President, CEO or Authorized Agent of MBE/WBE) (Date)
Felipe J. Estrada President
(Name Title-Please Print)
703-489-1733
(Contract Phone Number)

Vendor Information

CLOSE WINDOW [X]



Vendor Information

Business Name **Petromex, Inc.**
Owner **Felipe Estrada**
Address **14702 S. Hamlin Ave.**
> [Map This Address](#) **Midlothian, IL 60445**
Phone **708-489-1733**
Fax **708-597-8655**
Email **quimex@quimexinc.com**
Website **www.petromex.net**

Certification Information

Certifying Agency **City of Chicago**
Certification Type **MBE - Minority Business Enterprise**
Certification Date **7/29/2011**
Renewal/Anniversary Date **4/1/2016**
Expiration Date **4/1/2016**
Certified Business Description **Wholesale and Distribution of Petroleum Products, Diesel Fuel, Gasoline and Special Fuels**

Commodity Codes

Code	Description
NIGP 40509	Fuel Oil, Diesel (Use 405-02 for Biodiesel)
NIGP 40587	Recycled Petroleum Products
NIGP 40590	Synthetic Petroleum Products
NIGP 40595	Petroleum Products, Scrap or Waste
NIGP 55830	Locomotives, Diesel
NIGP 92845	Fueling Services, Mobile (Vehicle)
NIGP 99874	Oils and Other Petroleum Products, Waste, Sale of Surplus and Obsolete Items

Customer Support

[Print This Page](#)

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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: Roll Off Box Services Specification No.: 129265
From: West Fuels, Inc.
(Name of MBE/WBE Firm)
To: Brackenbox, Inc. 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:

Fuel Supplier

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

Market Price - Net 30 Days

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.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Amy VanHorne 3/14/16
(Signature of Off-Resident/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Amy VanHorne Vice President
(Name (No. Please Print))

amy.vanhorne@westfuels.com 708.588.1900
(Email & Phone Number)



DEPARTMENT OF PROCUREMENT SERVICES

FCS 04 2014

CITY OF CHICAGO

Deborah L. Stange
West Fuels, Inc.
82 S. La Grange Road, Suite #201
La Grange, IL 60525

Dear Ms. Stange:

We are pleased to inform you that West Fuels, Inc. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 02/01/2017; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 02/01/2015 and 02/01/2016. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 02/01/2017. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/01/2017.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

and

- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

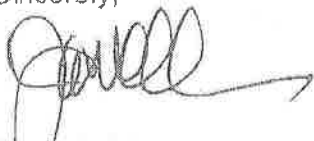
424720 - Petroleum and Petroleum Products Merchant Wholesalers (Except Bulk Stations, Terminals)

484220 - Specialized Freight (Except Used Goods) Trucking, Local

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/ha

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: Roll Off Box Services
 Specification No.: 129265

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Prockenbox, Inc.
 (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: Petromex, Inc.
 Address: 14702 S Hamlin Ave., Midlothian, IL 60445
 Contact Person: Felipe Estrada
 Phone Number: 708-489-1733
 Dollar Value of Participation \$ 3,086,750.⁰⁰
 Percentage of Participation % 5.0 %
 Mentor Protégé Agreement (attach executed copy): () Yes (X) No Add'l Percentage Claimed: 0 %
 Total Participation % 5.0 %

2. Name of MBE/WBE: West Fuels, Inc.
 Address: 82 S LaGrange Rd., Suite 201, LaGrange, IL 60525
 Contact Person: Deborah Stenge

¹ The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

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

Phone Number: 703-588-1900
Dollar Value of Participation \$ 3,086,750.00
Percentage of Participation % 5.0 %
Mentor Protégé Agreement (attach executed copy): () Yes (X) No Add'l Percentage Claimed: 0 %
Total Participation % 5.0 %

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____ %
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: _____ %
Total Participation % _____

5. Attach Additional Sheets as Needed

ii. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

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

Phone Number: _____
Dollar Value of Participation \$: _____
Percentage of Participation %: _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____ %
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$: _____
Percentage of Participation %: _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____ %
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$: _____
Percentage of Participation %: _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____ %
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$: _____
Percentage of Participation %: _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____ %
Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Petromex, Inc.	\$3,086,750.00	5.0%
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 (%)
West Fuels, Inc.	\$3,086,750.00	5.0 %
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

James Bracken 708-331-4200
(Name- Please Print or Type) (Phone)

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

Brackebor, Inc. State of Illinois
(Name of Prime Contractor - Print or Type)

James Bracken County of Cook
(Signature)

James Bracken, President
(Name/Title of Affiant - Print or Type)

3-3-16
(Date)

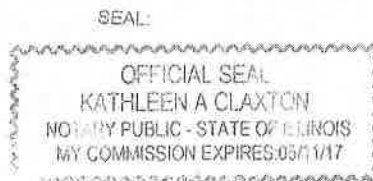
On this 3rd day of Mar, 2016, the above signed officer James Bracken
(Name of Affiant)

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.

Kathleen A. Claxton
(Notary Public Signature)

Commission Expires: 5-11-17



ARTICLE 7. INSURANCE REQUIREMENTS

The Contractor must provide and maintain for the life of this Contract and at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

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

7.1.2. Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 30 or equivalent).

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

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

7.1.3. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. Coverage must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and pollution coverage for loading and transportation of infectious and/or hazardous waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

7.1.4. Pollution Legal Liability

Pollution Legal Liability Insurance must be provided or cause to be provided for disposal site, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

7.1.5. Contractor Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with the limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

7.1.6. Property

The Contractor is responsible for any damage to City property at full replacement costs.

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

7.2. Additional Requirements

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

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

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

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

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

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

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

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.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Waste Management, Inc. 1001 Fannin Suite 4000 Houston TX 77002-6711 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570060632009** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	
A	Poll Legal Liab			PLS5444079 Claims-Made SIR applies per policy terms & conditions	01/01/2015	07/01/2016	Each Incident Limit	\$10,000,000
							Aggregate Limit	\$20,000,000
							SIR	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured Site Location: Prairie View RDF, 29755 S. Prairie View Drive, Wilmington, IL 60481. City of Chicago is included as Additional Insured in accordance with the policy provisions of the Pollution Legal Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Chicago 121 N. LaSalle St., Room 806 Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

Holder Identifier :

Certificate No : 570060632009



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED Waste Management, Inc. 1001 Fannin Suite 4000 Houston TX 77002-6711 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Specialty Insurance Company NAIC # 26883	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570060898349** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Poll Legal Liab			PLS5444079 Claims-Made SIR applies per policy terms & conditions	01/01/2015	07/01/2016	Each Incident Limit \$10,000,000 Aggregate Limit \$20,000,000 SIR \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured Site Location: Laraway RDF, 21233 W. Laraway Road, Joliet, IL 60436. City of Chicago is included as Additional Insured in accordance with the policy provisions of the Pollution Legal Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago 121 N. LaSalle St. Room 806 Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc</i>

Holder Identifier :

Certificate No : 570060898349

ARTICLE 8. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

8.1. Online EDS Filing Required Prior To Bid Opening

The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

- A. Filing an "EDS Information Update" does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- C. Filing an EDS for another mater (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
- D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

8.2. Online EDS Web Link

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

8.3. Online EDS Number

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

EDS Number: 75029

8.4. Online EDS Certification of Filing

Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please Insert your Certification of Filing following this page.

A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 75029

Date of This Filing:10/05/2015 09:03 AM

Certificate Printed on: 01/11/2016

Original Filing Date:10/05/2015 09:03 AM

Disclosing Party: Bracken Box, Inc.
Filed by: James Bracken

Title:President

Matter: ROLL OFF BOX SERVICES

Applicant: Bracken Box, Inc.

Specification #: 129265

Contract #: 34429

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

8.5. Preparation Checklist for Registration

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

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

8.6. Preparation Checklist for EDS Submission

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

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

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

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

- 1. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- 2. List of subcontractors and retained parties:
 - _____ a. Name

- _____ b. Address
- _____ c. Fees – Estimated or paid

8.7. EDS Frequently Asked Questions

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other

entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

Q: I forgot my user ID. Can I register again?

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

Q: I forgot my password. What should I do?

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

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

Q: What are the benefits of filing my Economic Disclosure statement electronically?

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

Q: Will my information be secure?

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

Q: I am filing electronically. How do I sign my EDS?

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

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration". Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

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

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

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

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

ARTICLE 9. PROPOSAL PAGES

Proposal page(s) follow.

Remainder of page intentionally blank.



December 2, 2015

Michele Gamble
Dept. of Streets & Sanitation
City of Chicago
121 N LaSalle Street
City Hall, Room 1107
Chicago, IL. 60602

Subject: Roll-Off Box Services
Specification Number: 129265

Dear Michele,

After further review of our numbers for the above referenced Specification, we are willing to reduce the price for drop-off, pick-up and delivery to disposal site from \$118.99 to \$118.00. This, in turn, will reduce the total Bid price from \$61,834,000 to \$61,735,000.

If you need any further information, please feel free to contact me at your convenience.

Sincerely,

James Bracken
President

**City of Chicago
Catalog RFQ - No Group Lines**

PU085I

RFQ Header Information

Please Respond By 10/21/2015
 RFQ Number 4926
 Ship To Location 081-4016 CH 701
 For More Information Please Contact LARRY WASHINGTON
 312-744-8981

RFQ Description ROLL OFF BOX SERVICES
 Special Instructions
 Your Quote is Effective as of 10/21/2015
 RFQ Status Active

Bid/Proposal pricing for all commodity and/or service line items must be based on the standard unit of measure indicated below. Pricing on alternate units of measure may not be accepted. Unit costs must be limited to three decimal places. Each quote must be signed and unit price, extended price and total price must be typed or written in ink.

Quotes on "or equal" items must be identified as "alternate" to specified item on the comment line. If quoting an alternate, indicate manufacturer name, model/part/catalog number and attach descriptive literature. Alternate items may not be accepted. Any exceptions to items specified or other terms must be clearly indicated on the bid.

RFQ Header Details

Contract Type WORK SERVICES / FACILITIES MAINT.
 Target Market NO
 Advertise Date 9/4/2015
 WEB BID Edit Rules ALL

Specification 129265
 Procurement Type BID
 Bid Deposit Required NO

Compliance Officer

Compliance Type Description

	Percentage Type Desc	Required %
No Compliance Plan Required	None	0.00 %

City of Chicago
Catalog RFQ - No Group Lines

PU0851

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup %	Extended Price	Catalog # / ID, Date and Mir	Comments
1	Work Services	9687105950	96871	DISPOSAL SERVICES - ROLL-OFF BOX MATERIALS	Ton	1500000	\$ 33.29	(N/A)	\$ 49,935,000	(N/A)	
2	Work Services	9687105970	96871	DISPOSAL SERVICES - TRANSPORTATION FOR DROP-OFF TO ANY LOCATION WITHIN THE CITY OF CHICAGO, PICK-UP AND DELIVERY TO DISPOSAL SITE FOR 15, 20, AND 30 CUBIC YARD ROLL-OFF BOXES	Box	100000	48.99 118.00	(N/A)	11,800,000 11,800,000	(N/A)	

Total Price \$ 61,735,000.00

61,735,000.00
ACCEPTED

ARTICLE 10. BIDDER CONTACT INFORMATION

Person to contact regarding bid:

Name: James Bracken Phone: 708-331-4200

Address: 2300 W 169th St,
Markham, IL 60428

References:

Name: City of Chicago

Address: 121 N La Salle, Chicago, IL 60602

Telephone Number: Bill Mahon, 773-459-5133

Name: Village of Wilmette

Address: 1200 Wilmette Ave., Wilmette, IL 60091

Telephone Number: Guy Lam, 847-853-7595

Name: City of Evanston

Address: 2100 Ridge, Ste 4200, Evanston, IL 60201

Telephone Number: Tammi Turner, 847-866-2935

Exceptions (explain): _____

ARTICLE 11. CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business bid preference of 2%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412?
() Yes () No
2. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?
() Yes () No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?
() Yes () No
4. Street address of business location within the City of Chicago (P.O. address not accepted):

5. Describe the business activities are carried out at the location listed above: _____

6. How many full-time regular employees are currently employed at the location listed above? _____
7. Total number of full-time regular employees employed at all locations worldwide? _____
8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required": _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)

ARTICLE 12. BIDDER'S COMMITMENT TO PROVIDE LOCALLY MANUFACTURED GOODS AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Manufacturer's Affidavit of Local Manufacturing* for each local manufacturer from which goods will be sourced, if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Unless otherwise provided in the applicable bid solicitation, in order for an item to be considered Locally Manufactured Goods, more than 50% of the value of the item must be derived from manufacturing activities that occur within a city-based manufacturer's facility located within the City of Chicago.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract title: _____ Specification #: _____
2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?
 () 25% to 49%-- 1% incentive () 50% to 74%-- 1.5% incentive () 75% or greater-- 2% incentive
3. Identify the bid lines under which Locally Manufactured Goods will be provided and their value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Locally Manufactured Item(s) to be provided	Manufacturer*	Value of Item(s)
			\$
			\$
			\$
TOTAL:			\$

*Bidder must provide *Manufacturer's Affidavit of Local Manufacturing* for each manufacturer listed.

Bidder understands that if it fails to supply the committed percentage of Locally Manufactured Goods, under MCC 2-92-410 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid incentive that would have been allocated to that contractor for the amount of locally manufactured goods actually supplied.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: _____
 (Print or Type)

Signature of Authorized Officer: _____
 (Signature)

Title of Signatory: _____
 (Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
 _____ (name/s of person/s making statement).

 (Signature of Notary Public)

(Seal)

ARTICLE 13. LOCAL MANUFACTURING AFFIDAVIT

The Locally Manufactured Goods Incentive as described in Section 2-92-410 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be regarded as providing locally manufactured goods. If goods will be manufactured by multiple manufacturers or at multiple facilities in the City of Chicago, submit an affidavit for each. Attach additional sheets if necessary. If this incentive is allocated, the City Based Business Preference described in described in MCC 2-92-412 will not be allocated to the same bid.

Note: The CPO may request additional information or documentation before determining to apply the preference.

1. Contract Title: _____ Specification #: _____
Bidder/Contractor Name: _____
2. Is manufacturer a "City-Based Manufacturer" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-410? () Yes () No
3. Street address of manufacturing facility location within the City of Chicago (P.O. address not accepted):

4. Describe the manufacturing activities carried out at the location listed above: _____

5. List the goods to be manufactured at this facility manufacturer is prepared to provide to Bidder/Contractor, describe the production steps performed at the facility in the manufacture of each item, and the percentage of the item's value derived from manufacturing activities at this facility, and attach a catalog page, cut sheet, or product specification for each item:
Item: _____ Production steps: _____ % of value
Item: _____ Production steps: _____ % of value
6. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Locally Manufactured Goods Incentive is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago.

The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Manufacturer: _____
(Print or Type)

Signature of Manufacturer Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)
(Seal)

ARTICLE 14. ELIGIBLE BUSINESS FOR BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? Yes () No

2. Street address of principal place of business: 2300 W 116th St.
Markham, IL 60428

3. How many total vehicles, as defined in the Terms and Conditions, "Bid Incentive for Alternately Powered Vehicles," are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): 20

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles 20

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) 100 %

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternately Powered Vehicles?

Line 5(a): number of vehicles 0

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) 0 %

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Bidder: James Bracken
(Print or Type) Bracken Box, Inc.

Signature of Authorized Officer: [Signature]
(Signature)

Title of Signatory: President
(Print or Type)

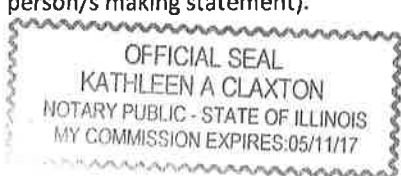
State of Illinois
County of Cook

Signed and sworn (or affirmed) to before me on 10-20-15 (date) by

James Bracken (name/s of person/s making statement).

[Signature]
(Signature of Notary Public)

(Seal)



ARTICLE 15. SMALL BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS ENTERPRISE JOINT VENTURE AFFIDAVIT

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for joint ventures between Small Business Enterprises and Veteran-Owned Business Enterprises. Bidders that do not complete this page will not be regarded as eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder an "eligible joint venture" as defined in Section X of this bid solicitation and in MCC 2-92-418?
() Yes () No
2. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?
() Yes () No
3. Is at least one member of the eligible joint venture a "veteran-owned business enterprise as that term is defined in MCC 2-92-670?
() Yes () No
4. Is the veteran-owned business identified above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.
() Yes () No
5. If the answer to # 4 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?
() Yes () No
6. If qualifying as a veteran-owned business under the requirements of #5 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

7. List City of Chicago business license(s) held. If none are required, indicate "none required": _____

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Joint Venture: _____
(Print or Type)

Signature of Authorized Officer for SBE: _____
(Signature)

Title of Signatory: _____
(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____
County of _____

Signed and sworn (or affirmed) to before me on _____ (date) by
_____ (name/s of person/s making statement).

(Signature of Notary Public)
(Seal)

ARTICLE 16. EXECUTION AND ACCEPTANCE PAGES

Bid execution and acceptance pages follow.

Remainder of page intentionally blank.

16.1. Bid Execution By a Corporation

The undersigned, hereby acknowledges having received Specification Number 129265 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) #1 & #2, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: Bracken Box, Inc.
(Print or Type)

SIGNATURE OF PRESIDENT*:
(Or Authorized Officer) [Signature]
(Signature)

TITLE OF SIGNATORY: President
(Print or Type)

BUSINESS ADDRESS: 2094 W 163RD St, Suite 2, Markham, IL 60428
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: [Signature]
(Corporate Secretary Signature) (Affix Corporate Seal)

State of Illinois County of Cook

This instrument was acknowledged before me on this 20th day of Oct, 2015 by James Bracken as President (or other authorized officer) and Kelly Bracken as Secretary of Bracken Box, Inc. (Corporation Name).
(Seal)

[Signature] Commission Expires: 5/11/17
Notary Public Signature



16.2. Bid Execution By A Joint Venture

The undersigned, hereby acknowledges having received Specification Number 129265 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

JOINT VENTURE NAME: (Print or Type) _____

JOINT VENTURE ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE (If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

SIGNATURE OF Authorized Party: (Signature) _____

TITLE OF SIGNATORY: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

ATTEST: (Joint Venture Secretary Signature) _____
(Affix Joint Venture Seal)

OR
Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

Joint Venturer Signature: (Signature) _____

Address: (Print or Type) _____

State of _____ County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

16.3. Bid Execution By A Partnership

The undersigned, hereby acknowledges having received Specification Number 129265 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: (Print or Type) _____

BUSINESS ADDRESS: (Print or Type) _____

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq. Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

Partner Signature: (Signature) _____

Address: (Print or Type) _____

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

16.4. Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Specification Number 129265 containing a full set of Contract Documents, including, but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions for Supply Contracts, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications, and 8)) Addenda Nos. (none unless indicated here) _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

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

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

Business Address: _____
(Print or Type)

(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____
(Print or Type)

State of _____; County of _____

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

Notary Public Signature: _____

Commission Expires: _____ (Seal)

16.5. Bid Acceptance by City

Contract No.: 34429

Specification No.: 129265

Vendor Name: BRACKEN BOX, INC.

Total Amount (Value): \$61,735,000.00

Fund Chargeable: 015-0300-081-2020-0185-220185 and Various

The undersigned, on behalf of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the proposal.

CITY OF CHICAGO

Robert Emanuel 5/27 2/18/16
Mayor Date

Genevieve 2/11/16
Comptroller Date

[Handwritten signature]

[Signature] FEB 16 2016
Chief Procurement Officer Date

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

Exhibit 1: Insurance Certificate of Coverage

Named Insured: _____
 Address: _____
 (Number and Street)

 (City) (State) (ZIP)

Specification #: 129265
 RFP: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location	
-----------------------------------	--

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

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

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

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

For City use only

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



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-15 List of Exempt Hires

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for a list of exempt hires in 2020. In 2020 DSS filled the following Shakman-exempt positions:

- 1) Public Information Officer
- 2) Division Superintendent – Division 5
- 3) Ward Superintendent – 23rd Ward

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-16 List of Refuse Carts in Ward

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for a list of refuse carts by serial number by address by account status in his ward.

DSS is unable to provide such a report; however, DSS delivered 972 black refuse carts in the 15th Ward in 2020.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-17 List of Recycling Carts in Ward

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for a list of recycling carts by serial number by address by account status in his ward.

DSS is unable to produce such a report; however, DSS delivered 167 blue recycling carts in the 15th Ward in 2020.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-18 311 Requests in Ward

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for a list of 311 requests in his ward.

Attached please find a list of 311 requests completed 2020 through October 31 in the 15th Ward.

As always, please let me know if you have any further questions.

	Ward →	<u>15</u>
Bureau ↑	Work Order: Type Name ↑	Record Count
SS - Bureau of Forestry	Debris Removal	1
	Stump Removal	2
	Tree Debris Clean-Up Request	393
	Tree Planting Request	43
	Tree Removal Request	106
	Tree Trim Request	238
Subtotal		783
SS - Bureau of Forestry - Tree Emergency	Emer. Rel., Chipper	1
	Emer. Rel., Clam	2
	Tree Emergency	222
Subtotal		225
SS - Bureau of Rodent Control	Bee/Wasp Removal	11
	Dead Animal Pick-Up Request	179
	Dead Bird	5
	New Excavation or Construction Rodent Siting Inspection	0
	Park Rodent Abatement	0
	Rodent Baiting/Rat Complaint	748
Subtotal		943
SS - Bureau of Sanitation	Bulk Pickup	5
	Clean Vacant Lot Request	15
	Fly Dumping Complaint	63
	Missed Garbage Pick-Up Complaint	74
	Recycling Contamination	0
	Recycling Inspection Request	1
	Sanitation Code Violation	206
	Sanitation Tire Pickup	13
	Snow - Object/Dibs Removal Request	15
	Street Cleaning Request	42
	Weed Removal Request	41
	Wire Basket Request	2
	Yard Waste Pick-Up Request	35
Subtotal		512
SS - Bureau of Street Operations	Fly Dump (Tires)	25
	Ice and Snow Removal Request	35
Subtotal		60
SS - Bureau of Street Operations - Graffiti	Graffiti Removal Request	3081
Subtotal		3081
SS - Bureau of Street Operations Private	Garage Demolish	0
Subtotal		0
SS - Bureau of Traffic Services	Abandoned Vehicle Complaint	639
	Relocated Vehicle	57
Subtotal		696
SS - Bureau of Traffic Services - Parking	Parking Meter Sign Posting/Bagging	81
Subtotal		81
SS - Recycling	Recycling Pick Up	51
Subtotal		51
SS - Cart Delivery	Black Garbage Cart Removal	13
	Blue Recycling Cart	230
	Garbage Cart Billing	2
	Garbage Cart Maintenance	860
Subtotal		1105
Total		7538



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 9, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-19 Standard Operating Procedures

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for standard operating procedures for refuse collection, recycling, tree trimming and quality of life requests.

Attached please find copies of the policies you requested.

As always, please let me know if you have any further questions.



Code: 8173
Family: Construction, Maintenance, and Skilled Labor
Service: Operation and Construction
Group: Street, Water, Sewer, and Disposal
Series: Sanitation

CLASS TITLE: WARD SUPERINTENDENT

CHARACTERISTICS OF THE CLASS

Under general supervision, monitors sanitation services that include refuse collection, street cleaning, and snow removal for an assigned ward in the Bureau of Sanitation, and performs related duties as required

ESSENTIAL DUTIES

- Monitors the day-to-day work operations within a designated ward to ensure residents receive needed sanitation services
- Assists the Division Superintendent with work crews engaged in sanitation work activities (e.g., refuse, bulk trash, compost collection, street cleaning, basket pick-up)
- Works with Refuse Collection Coordinators engaged in investigating complaints and issuing sanitation code violation tickets
- Monitors completion of refuse collection routes to ensure all areas of the ward are serviced
- Observes work crews in the field & monitors productivity levels to assess efficiency of operations
- Requests needed non-sanitation services from appropriate bureaus and City departments
- Investigates and follows up on service requests and complaints forwarded from the division office to ensure their proper resolution
- Assists division staff in coordinating snow and ice removal activities within the ward
- Meets with public officials, community groups, ward residents, and attends community meetings to address problems and provide information on the bureau's sanitation programs
- Drives a vehicle to survey overall conditions in the ward, assessing cleanliness of ward areas, and identifying need for additional City services
- Monitors the recycling program and the completion of recycling collection routes to ensure all areas of the ward are serviced

NOTE: *The list of essential duties is not intended to be inclusive; there may be other duties that are essential to particular positions within the class.*

MINIMUM QUALIFICATIONS

Education, Training, and Experience

- Five years of work experience in municipal refuse collection, street cleaning, or snow removal operations, of which three years are in a supervisory role related to the responsibilities of the position; or an equivalent combination of education, training, and experience

Licensure, Certification, or Other Qualifications

- A valid State of Illinois driver's license is required

WORKING CONDITIONS

- General office environment
- Exposure to outdoor weather conditions

- Availability to work on an on-call basis is required

EQUIPMENT

- Standard office equipment (e.g., telephone, printer, photocopier, fax machine, calculator)
- Computers and peripheral equipment (e.g., personal computer, computer terminals, hand-held computer)
- Cameras and related photography equipment
- Personal protective equipment (e.g., hard hat, shoes, glasses, gloves, vest, pads)
- Communication equipment (e.g., two-way radio, dispatch equipment)

PHYSICAL REQUIREMENTS

- Some lifting and carrying (up to 35 pounds) is required
- Ability to stand and walk for extended or continuous periods of time

KNOWLEDGE, SKILLS, ABILITIES, AND OTHER WORK REQUIREMENTS**Knowledge**

Considerable knowledge of:

- *applicable City programs (e.g., Streets and Sanitation)
- *use of sanitation program equipment and materials

Some knowledge of:

- *management and supervisory principles, methods, practices, and procedures
- *surveying and inspecting field operations
- *material disposal methods, practices, and procedures
- *use of safety equipment and protective gear
- *administrative methods and practices

Knowledge of applicable City and department policies, procedures, rules, and regulations

Skills

- ACTIVE LEARNING - Understand the implications of new information for both current and future problem-solving and decision-making
- ACTIVE LISTENING - Give full attention to what other people are saying, take time to understand the points being made, ask questions as appropriate, and not interrupt at inappropriate times
- CRITICAL THINKING - Use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems
- MONITORING - Monitor and assess performance of one's self, other individuals, or organizations to make improvements or take corrective action
- MANAGEMENT OF MATERIAL RESOURCES - Obtain and see to the appropriate use of equipment, facilities, and materials needed to do certain work
- COORDINATION WITH OTHERS - Adjust actions in relation to others' actions

Abilities

- COMPREHEND ORAL INFORMATION - Listen to and understand information and ideas presented through spoken words and sentences
- SPEAK - Communicate information and ideas in speaking so others will understand
- COMPREHEND WRITTEN INFORMATION - Read and understand information and ideas presented in writing
- WRITE - Communicate information and ideas in writing so others will understand
- REASON TO SOLVE PROBLEMS - Apply general rules to specific problems to produce answers that make sense

Other Work Requirements

- INITIATIVE - Demonstrate willingness to take on job challenges
- LEADERSHIP - Demonstrate willingness to lead, take charge, and offer opinions and direction
- COOPERATION - Be pleasant with others on the job and display a good-natured, cooperative attitude
- ADAPTABILITY/FLEXIBILITY - Be open to change (positive or negative) and to considerable variety in the workplace
- DEPENDABILITY - Demonstrate reliability, responsibility, and dependability and fulfill obligations
- ATTENTION TO DETAIL - Pay careful attention to detail and thoroughness in completing work tasks
- ANALYTICAL THINKING - Analyze information and using logic to address work or job issues and problems

All employees of the City of Chicago must demonstrate commitment to and compliance with applicable state and federal laws, and City ordinances and rules; the City's Ethics standards; and other City policies and procedures.

The City of Chicago will consider equivalent foreign degrees, accreditations, and credentials in evaluating qualifications.

* May be required at entry.

City of Chicago
Department of Human Resources
September, 2013



Code: 8175

Family: Construction, Maintenance, and Skilled Labor

Service: Operation and Construction

Group: Street, Water, Sewer, and Disposal

Series: Sanitation

CLASS TITLE: DIVISION SUPERINTENDENT

CHARACTERISTICS OF THE CLASS

Under direction, directs and coordinates sanitation programs including refuse collection and street cleaning for a designated district in the Bureau of Sanitation, and performs related duties as required

ESSENTIAL DUTIES

- Directs Ward Superintendents and manages staff responsible for providing sanitation services (e.g., refuse, bulk trash, street sweeping, vacant lot clean-up, compost collection) to residents within a district
- Monitors daily manpower reports and approves the reallocation of resources between wards to maintain appropriate levels of service throughout the district
- Conducts field inspections and reviews ward activity reports to evaluate productivity levels in individual wards
- Coordinates snow and ice removal operations with central snow command
- Assigns subordinate staff to snow routes and monitors progress of route completion
- Acts as liaison to central office management on administrative and personnel matters to ensure the district is allocated needed equipment, supplies, and manpower
- Supervises staff responsible for the maintenance of records and the preparation of various district activity reports (e.g., daily manpower distribution, tonnage collected, sanitation code violations issued)
- Prepares management reports on district operations and achievements
- Represents the department at community meetings and meets with public officials and community groups to provide information on the bureau's sanitation programs
- Drives a vehicle to survey sanitation activities in the wards and assesses overall conditions in the district

NOTE: *The list of essential duties is not intended to be inclusive; there may be other duties that are essential to particular positions within the class.*

MINIMUM QUALIFICATIONS

Education, Training, and Experience

- Six years of work experience in municipal refuse collection, street cleaning, and snow removal operations, of which four years are in a supervisory role related to the responsibilities of the position; or an equivalent combination of education, training, and experience

Licensure, Certification, or Other Qualifications

- A valid State of Illinois driver's license is required

WORKING CONDITIONS

- General office environment
- Exposure to outdoor weather conditions

EQUIPMENT

- Standard office equipment (e.g., telephone, printer, photocopier, fax machine, calculator)
- Computers and peripheral equipment (e.g., personal computer, computer terminals, hand-held computer, modems)
- Cameras and related photography equipment
- Personal protective equipment (e.g., hard hat, shoes, glasses, gloves, vest, pads)
- Communication equipment (e.g., two-way radio, dispatch equipment)

PHYSICAL REQUIREMENTS

- Ability to stand and walk for extended or continuous periods of time

KNOWLEDGE, SKILLS, ABILITIES, AND OTHER WORK REQUIREMENTS**Knowledge**

Considerable knowledge of:

- *applicable City programs (e.g., Streets and Sanitation) and their funding guidelines
- *use of sanitation program equipment and materials

Moderate knowledge of:

- *management and supervisory principles, methods, practices, and procedures
- *surveying and inspecting field operations
- *material disposal methods, practices, and procedures
- *use of safety equipment and protective gear
- administrative methods and practices

Knowledge of applicable City and department policies, procedures, rules, regulations, and ordinances

Other knowledge as required for successful performance in the Assistant Division Superintendent class

Skills

- *ACTIVE LEARNING - Understand the implications of new information for both current and future problem-solving and decision-making
- *ACTIVE LISTENING - Give full attention to what other people are saying, take time to understand the points being made, ask questions as appropriate, and not interrupt at inappropriate times
- *CRITICAL THINKING - Use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems
- *MONITORING - Monitor and assess performance of one's self, other individuals, or organizations to make improvements or take corrective action
- *MANAGEMENT OF MATERIAL RESOURCES - Obtain and see to the appropriate use of equipment, facilities, and materials needed to do certain work
- *MANAGEMENT OF PERSONNEL RESOURCES - Motivate, develop, and direct people as they work and identify the best people for the job

- *COORDINATION WITH OTHERS - Adjust actions in relation to others' actions

Other skills as required for successful performance in the Assistant Division Superintendent class

Abilities

- COMPREHEND ORAL INFORMATION - Listen to and understand information and ideas presented through spoken words and sentences
- SPEAK - Communicate information and ideas in speaking so others will understand
- COMPREHEND WRITTEN INFORMATION - Read and understand information and ideas presented in writing
- WRITE - Communicate information and ideas in writing so others will understand
- REASON TO SOLVE PROBLEMS - Apply general rules to specific problems to produce answers that make sense

Other abilities as required for successful performance in the Assistant Division Superintendent class

Other Work Requirements

- INITIATIVE - Demonstrate willingness to take on job challenges
- LEADERSHIP - Demonstrate willingness to lead, take charge, and offer opinions and direction
- COOPERATION - Be pleasant with others on the job and display a good-natured, cooperative attitude
- ADAPTABILITY/FLEXIBILITY - Be open to change (positive or negative) and to considerable variety in the workplace
- DEPENDABILITY - Demonstrate reliability, responsibility, and dependability and fulfill obligations
- ATTENTION TO DETAIL - Pay careful attention to detail and thoroughness in completing work tasks
- ANALYTICAL THINKING - Analyze information and using logic to address work or job issues and problems

Other characteristics as required for successful performance in the Assistant Division Superintendent class

All employees of the City of Chicago must demonstrate commitment to and compliance with applicable state and federal laws, and City ordinances and rules; the City's Ethics standards; and other City policies and procedures.

The City of Chicago will consider equivalent foreign degrees, accreditations, and credentials in evaluating qualifications.

* May be required at entry.

City of Chicago
Department of Human Resources
(Valtera Corporation)

Date: June, 2010



Code: 8176

Family: Construction, Maintenance, and Skilled Labor

Service: Operation and Construction

Group: Street, Water, Sewer, and Disposal

Series: Sanitation

CLASS TITLE: ASSISTANT DIVISION SUPERINTENDENT

CHARACTERISTICS OF THE CLASS

Under general supervision, assists in directing and coordinating sanitation programs for a designated district in the Bureau of Sanitation, and performs related duties as required

ESSENTIAL DUTIES

- Assists Division Superintendent in directing management staff engaged in providing refuse collection and related sanitation services to residents in a designated district
- Manages resource allocation including reviewing and assessing daily manpower needs and reassigning personnel and equipment between district wards
- Coordinates work efforts with central office management to communicate district needs and reallocate resources between districts
- Conducts inspections (e.g., field, demolition) to assess district operations and level of services being provided to ward residents
- Works with Ward Superintendents to ensure that sanitation services (e.g., street sweeping, vacant lot clean-up, graffiti removal, compost collection, snow and ice removal) are properly coordinated and integrated with ongoing refuse collection operations
- Acts as liaison between Ward Superintendents and bureau managers to coordinate bureau programs in the wards
- Monitors the assignment of service requests and complaints to Ward Superintendents and reviews completed responses to ensure appropriate action and resolution
- Works with department personnel to investigate unresolved or repeated complaints or requests for services
- Assists Division Superintendent in managing administrative and personnel issues
- Compiles statistical information and prepares reports on ward operations
- Represents Division Superintendent at departmental and community meetings as required
- Drives a vehicle to survey sanitation activities in the wards and assess overall conditions in the district

NOTE: *The list of essential duties is not intended to be inclusive; there may be other duties that are essential to particular positions within the class.*

MINIMUM QUALIFICATIONS

Education, Training, and Experience

- Four years of work experience in municipal refuse collection, street cleaning, and snow removal operations; or an equivalent combination of education, training, and experience

Licensure, Certification, or Other Qualifications

- A valid State of Illinois driver's license is required

WORKING CONDITIONS

- General office environment
- Exposure to outdoor weather conditions

EQUIPMENT

- Standard office equipment (e.g., telephone, printer, photocopier, fax machine, calculator)
- Computers and peripheral equipment (e.g., personal computer, computer terminals, hand-held computer, modems)
- Cameras and related photography equipment
- Personal protective equipment (e.g., hard hat, shoes, glasses, gloves, vest, pads)
- Communication equipment (e.g., two-way radio, dispatch equipment)

PHYSICAL REQUIREMENTS

- Ability to stand and walk for extended or continuous periods of time

KNOWLEDGE, SKILLS, ABILITIES, AND OTHER WORK REQUIREMENTS**Knowledge**

Moderate knowledge of:

- *applicable City programs (e.g., Streets and Sanitation) and their funding guidelines
- *use of sanitation program equipment and materials

Some knowledge of:

- *geographical locations within the City and applicable facilities
- management and supervisory principles, methods, practices, and procedures
- *surveying and inspecting field operations
- *material disposal methods, practices, and procedures
- *use of safety equipment and protective gear
- *applicable safety and code standards specific to sanitation operations, including OSHA standards

Knowledge of applicable City and department policies, procedures, rules, regulations, and ordinances

Skills

- *ACTIVE LEARNING - Understand the implications of new information for both current and future problem-solving and decision-making
- *ACTIVE LISTENING - Give full attention to what other people are saying, take time to understand the points being made, ask questions as appropriate, and not interrupt at inappropriate times
- *CRITICAL THINKING - Use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions, or approaches to problems
- *MONITORING - Monitor and assess performance of one's self, other individuals, or organizations to make improvements or take corrective action

CLASS TITLE: ASSISTANT DIVISION SUPERINTENDENT

- *MANAGEMENT OF MATERIAL RESOURCES - Obtain and see to the appropriate use of equipment, facilities, and materials needed to do certain work
- *COORDINATION WITH OTHERS - Adjust actions in relation to others' actions

Abilities

- COMPREHEND ORAL INFORMATION - Listen to and understand information and ideas presented through spoken words and sentences
- SPEAK - Communicate information and ideas in speaking so others will understand
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- WRITE - Communicate information and ideas in writing so others will understand
- REASON TO SOLVE PROBLEMS - Apply general rules to specific problems to produce answers that make sense

Other Work Requirements

- INITIATIVE - Demonstrate willingness to take on job challenges
- LEADERSHIP - Demonstrate willingness to lead, take charge, and offer opinions and direction
- COOPERATION - Be pleasant with others on the job and display a good-natured, cooperative attitude
- ADAPTABILITY/FLEXIBILITY - Be open to change (positive or negative) and to considerable variety in the workplace
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* May be required at entry.

City of Chicago
Department of Human Resources
(Valtera Corporation)

Date: June, 2010

Department of Streets & Sanitation



WARD SUPERINTENDENT TRAINING 2019

Ward Superintendent City Service Training



- Survey you ward daily to identify all needs for City service.
- Enter requests into the 311 system
- Review, investigate and follow up on all 311 requests for your Ward on a daily basis.
- Verify the services and/or the 311 complaint has been resolved.
- Report City service requests are complete and provide the date of completion in the 311 system.

Department of Water Management (DWM)

- 311 Complaints for the City's DWM

- Main # (312) 744-4420

Examples include, but not limited to

Missing hydrant cap	Open hydrant
Sewer cave-in	Alley sewer inspection
Standing water in the public way	Water on the street
V-Basin lid missing	

Department of Buildings (DOB)

- 311 Complaints for the City's DOB

- Main # (312) 743-3600

Examples include, but not limited to

Vacant abandoned buildings	Building violations
Garage demolition inspection	No building permit
Construction violations	

Department of Family & Support Services



- Be aware of the cooling center locations within your Ward.
 - Main # (312) 743-0300

Cooling Center Locations

Englewood Center
1140 W. 79th Street
Chicago, IL 60621

Garfield Center
10 S. Kedzie Ave.
Chicago, IL 60612

King Center
4314 S. Cottage Grove
Chicago, IL 60653

North Area Center
4740 N. Sheridan Road
Chicago, IL 60640

South Chicago Center
8650 S. Commercial Ave.
Chicago, IL 60617

Trina Davila Center
4357 W. Armitage Ave.
Chicago, IL 60639

Chicago Police Department (CPD)



- As a representative of Streets & Sanitation's Bureau of Sanitation, all Ward Superintendents shall attend Service Blitz meetings for their respective Wards.
- Know the contact information for the Police Districts servicing your Ward.

Streets & Sanitation

- Survey your ward daily to identify needs for City services
 - The Ward is divided into sections (grids) defined by the Ward Superintendent
 - The Ward Superintendent conducts a “section by section” weekly survey of his/her needs.
 - The whole Ward should be surveyed on a weekly basis.
 - ✦ Exceptions to this rule must be pre-approved by the Commissioner

Streets & Sanitation

- Life threatening health & safety hazards that **MUST** always be called into Radio Main
- Non-life threatening hazards shall be reported to 311

EXAMPLES		
Sewer cave-ins or missing covers	Missing stop signs	Open Hydrants
Shifted plates on streets	Traffic lights or street lights out	Dead, stray, injured or dangerous animals
Standing water and tree damage following storm emergencies	Open abandoned buildings	Citizens in need of help
Water main breaks	Electrical wires down	

Streets & Sanitation



- Additional hazards that must be called in if they exist

EXAMPLES

Abandoned cars that are burnt or up on jacks	trees that have other broken limbs that are in danger of falling	Open garages
Missing stop signs or traffic signals out	Broken sidewalks	

Streets & Sanitation



- 311
 - Non-emergency survey items are to be entered into 311 with the location address on a weekly basis
 - 311 receives the requests for City services and forwards them to the appropriate Departments for action

Streets & Sanitation

- 311

- Non-emergency weekly survey items to be entered into 311 with location address

Examples			
Street lights out/on during the day	shoes/objects on electrical wire	Missing light pole and light pole covers	Abandoned vehicles
Abandoned buildings	Garage demolition inspections	Missing or faded traffic signs	Graffiti removal
	Damaged, missing or stolen garbage carts	Garbage cart new service	Broken sidewalks and curbs
Trees blocking public ways, streets/traffic signs	Clogged sewers	Viaduct cleaning and lights out	Rodent sighting, complaints, baiting
Bee and wasp removal from public way	Tree trims, removals, planting, stump removal	Commercial strip & parkway cleaning	

Streets & Sanitation

- 311

- Print out 311 requests on a daily basis
- Prioritize requests by date
- Any requests that on your list, but are not yours must be transferred to the proper City Department or Bureau
- Do NOT leave requests on your list if you are not responsible for them
- Investigate requests to determine if any action is needed
- If you determine no action is needed (the matter was already resolved) you must enter details of the action taken into the "description" field for that request
- After investigation, schedule clean-ups and any actions to be taken with the Division Superintendent

Streets & Sanitation

- Bureau of Street Operations
 - Any clean-up action that is too large for the Division to handle should be scheduled and followed up with the Bureau of Street Operations.
 - Fly Dumps
 - ✗ Complete a Hi-Lift Request Form
 - ✗ Send to Street Operations – Debbie DeLopez
 - Scan and email request with photos to Street Ops

Streets & Sanitation

- Hi-Lift Request Form

DEPARTMENT OF STREETS AND SANITATION BUREAU OF STREET OPERATIONS HI-LIFT REQUEST FORM			
DATE: _____		DIVISION: _____	
ADDRESS: _____			
WHERE IS DEBRIS LOCATED?		IS THIS PROPERTY?	
ALLEY: <input type="checkbox"/>	LOT: <input type="checkbox"/>	CITY: <input type="checkbox"/>	
RAILROAD: <input type="checkbox"/>	SIDEWALK: <input type="checkbox"/>	PRIVATE: <input type="checkbox"/>	
PARKWAY: <input type="checkbox"/>	STREET: <input type="checkbox"/>	UNKNOWN: <input type="checkbox"/>	
OTHER (PLEASE SPECIFY): _____			
DESCRIPTION: _____			
IS THIS REQUEST AN EMERGENCY?		HAS A TICKET ISSUED?	
YES <input type="checkbox"/>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
TICKET ISSUED BY: _____		TICKET #: _____	
PICTURES ARE TO ACCOMPANY ALL HI-LIFT REQUEST FORMS.			
REQUESTED BY: _____		TITLE: _____	
PHONE: _____		FAX: _____	
I HAVE VERIFIED AND INSPECTED ALL THE INFORMATION STATED ABOVE AND CERTIFY THESE INFORMATION TO BE TRUE AND ACCURATE.			
REQUESTOR'S SIGNATURE: _____			
HI-LIFT REQUEST FORMS ARE TO BE SENT TO YOUR DIVISION OFFICE FOR SUBMITTAL.			
DIVISION EMP. NAME: _____		DATE: _____	
ALL COMPLETED HI-LIFT REQUEST FORMS WITH PICTURES ARE TO BE SUBMITTED TO THE BUREAU OF SANITATION RM. 704 FOR PROCESSING.			
FOR CLEANSING OFFICE USE ONLY			
DATE RECEIVED: _____		S.O. NUMBER: _____	
ASSIGNED TO: _____		DATE COMPLETED: _____	

Streets & Sanitation

- Bureau of Street Operations 311 Requests
 - Follow up with the Bureau of Street Operations for the following 311 Requests

Examples	
Graffiti Removal	Large fly dump of debris and trees
Viaduct cleaning & Power Washing	Weed spraying
One Summer Program	Commercial strips and parkway hand cleaning
SWAP & Safer Foundation for lots that need hand cleaning	Garage demolition information
Homeless (Not 311 - Contact Debbie DeLopez via email with info and pictures)	

Streets & Sanitation

- Bureau of Forestry 311 Request
 - Follow up with the Bureau of Forestry for the following 311 requests

Examples	
Tree trims in public way	Tree removals in public way
Tree planting in public way	Large tree debris in public way
Stump removal	

Streets & Sanitation

- Rodent Control 311 Requests
 - Follow up with Rodent Control for the following 311 requests

Examples	
Damaged or new garbage carts	Blue Recycling Carts
Dead animal and bird recovery	Rodent baiting
Sewer baiting	Bee and wasp removal in public way

Streets & Sanitation

- Bureau of Traffic Services 311 Requests
 - Follow up with Bureau of Traffic Services for the following 311 requests for abandoned vehicles.
 - ✦ Refer to the Key Contacts for a list of contacts in Traffic Services for the various services.

Streets & Sanitation

- Bureau of Traffic Services
 - A vehicle can be classified as abandoned if it meets one or more of the following criteria:
 - ✦ On a public way in a state of disrepair as to be incapable of being driven in its present condition
 - ✦ Has not been moved or used for more than seven consecutive days and is apparently deserted
 - ✦ Parked on City property for seven or more consecutive days after a notice has been affixed by Traffic Services
 - ✦ Has been left on the public way without State registration or a temporary State registration placard for two or more days
 - ✦ Is a hazardous dilapidated vehicle meaning it is missing a significant number of its component parts rendering it inoperable in its present condition left where it is accessible to the general public, whether on public or private property

Streets & Sanitation

- Bureau of Traffic Services
 - If the vehicle meets any of the previous listed criteria, the investigator will:
 - ✦ Mark the tires of the vehicle and the location where the vehicle is parked
 - ✦ Affix a sticker to the vehicle to notify the owner of the pending impoundment
 - ✦ Prepare a Vehicle Tow Report noting the location of the vehicle, the description and location of the vehicle

Streets & Sanitation

- Bureau of Traffic Services
 - If the vehicle displays current State registration, the owner will be sent a letter notifying them of the City's intent to tow and impound the vehicle. The owner is given a hearing date that they can attend. The owner is given the opportunity to explain why the City shouldn't tow the vehicle.
 - If the vehicle remains at the same location in the same condition that it was in when it was originally investigated after waiting the required time, the vehicle is towed and impounded.

Department of Transportation (CDOT)

- 311 Requests for CDOT
 - Main # (312) 744-3600

Examples include, but not limited to	
Wire down	Traffic light out
Street & alley lights out	Street light on during the day
Street light pole door missing	Street light pole damaged
Shoe or object on electrical wire	Missing/damaged traffic signs
Public way obstruction	Street paint marking maintenance
Street and alley pot holes	Alley flooding
Pavement cave-in	Broken sidewalks & curbs
Alley grading	Street bump

Animal Care & Control (ACC)

- 311 Requests for ACC
 - Main # (312) 747-1406

Examples include, but are not limited to

Stray animal	Injured animal
Wild life	Animal inhumane treatment
Animal fighting	Bite incidents

Keys to Remember

- Work with other Bureaus and City Departments to identify, communicate, and provide City services
- Work closely with Division Superintendents on any special requests needed for either services or garbage collection
- You should be actively surveying your Ward during the garbage collection day(s)
- Close out all CSR to track completion of open items within your Ward



City of Chicago
 Department of Streets and Sanitation
 Bureau of Sanitation

Div. Supt./Asst. Div. Supt. Duties and Responsibilities

The Div. Supt/Asst. Div. Supt. has the overall responsibility of the Grid Based Garbage Pick-Up at the parking station that they have been assigned to. The following outline will detail your responsibilities set forth by the operational needs of the Bureau of Sanitation and the Department of Streets and Sanitation.

Div. Supt. / Asst. Div. Supt Daily Package

- Master Grid Laborer and MTD assignment sheet.
- Original truck sheets with maps for the MTD's.
- RCC individual packages containing Copies of the truck sheets and maps, daily activity sheet and 1 Man Laborer Sheets.
- Copies of truck sheets for the Div. Supt./Asst. Div. Supt. to assist in tracking progress. (Optional)
- Basket Truck sheets with routing sheets and instruction sheet attached.
- Laborer's sign in/out sheets. These may have been placed out day prior to.
- All assignments are detailed in writing on dry erase boards at the parking station. This is done the day prior by the clerk(s) at the parking station.
- In Between load assignment on truck sheets.

Grid Based Garbage Daily Activities

The following is a timeline of events that will transpire throughout the day that the Div. Supt./Asst. Div. Supt will be required to monitor and/or act upon. The listed times are approximations and are meant to be a guideline.

05:30 AM

- Div. Supt./Asst. Div. Supt arrives at parking station and receives their Package for the day.
- You do not need to sign the RCC's copies.
- The package is then sorted by MTD's, RCC's and your copies so they are ready to be handed out. This is to avoid confusion and/or delays in dispatching the crews.
- The Div. Supt./Asst. Div. Supt. assigns any special requests, missed garbage pick-ups.

05:45 AM

- The RCC's will begin to arrive and will be looking for their package for the day.
- If you are short an RCC by call-off or vacation their duties are to be divided among the remaining RCC's and another Supervisor can be utilized to transport the laborers.
- Talk with the MTD Foreman and/or Equipment Man (E-Man) to identify any trucks that may be down or have returned from service/repair.
- These changes will need to be updated on the Master Assignment sheet, truck sheets and assignment boards. The RCC's need to update their sheets also.
- You may also have MTD's coming in at this time to begin to receive their truck sheets.
- RCC's have begun identifying their assigned laborers and getting them to their van for transport or on their assigned truck.

06:00 AM

- Laborer call off sheet and MTD's call offs have come in and you will need to replace the missing laborers with extra laborers that you may have at the parking station. Extra laborers are identified on the bottom or back of the Master Route Assignment sheet.
- MTD's that have called off are replaced by the Foreman when drivers are available or a E-Man is to be used as a replacement.
- Again, all changes need to be made on the dry erase boards, the Master Assignment sheet and all the truck sheets to maintain accurate records of all assignments.
- The Clerks and RCC's need to be made aware of any and all changes to assure accuracy of reports and that we are not looking for an employee that is not present.
- The MTD's truck sheets are being handed out at this time and the MTD's are to be directed to their assigned RCC so that they can be paired off with their laborer(s).
- All RCC's and any available Supervisors are to assist in getting Laborers and MTD's to their trucks and out of the parking station.
- Clerks are to print out any open CSR requests so that you can assign them for inspection and/or service.

06:15 AM

- Any One Man Garbage Trucks or “open routes” (routes without assigned MTD’s or trucks) have been identified. The Basket Truck(s) may be diverted to cover shortages. Special consideration should be made when doing this to understand the ramifications of baskets not being serviced.
- If utilizing Basket trucks on refuse collection then basket assignments are to be incorporated into refuse routes to minimize possible basket collection complaints.
- Laborer crews are split to assure that each route has at least one labor on it.
- Basket trucks are always to be 1 man.
- Any open route(s) will need to be covered by other routes and coordinated by the RCC for that open route.
- Any remaining extra laborers are to be assigned to another Parking Station or Supervisor for a work assignment.

06:30 AM

- The parking lot should be cleared of all refuse collection and basket crews.
- Daily reports are in the process of being completed and submitted by the Clerks.
- A list of extra trucks has been provided by the Foreman.
- All the parking station’s personnel have a work assignment.

08:00 AM

- The 1st call to the RCC's is required to obtain a status report that all crews are in place and working on their assigned routes. Also, the number of completed units so far for each route they are assigned to. The RCC's are assigned routes all in the same geographic area. This is usually 4-7 routes all usually with in about a mile of each other.
- The number of completed units is tracked on the copies of the truck sheets or a consolidated route sheet as well as checked off on the daily map that has been provided to each parking station for that particular day of refuse collection.
- Begin identifying any routes that may need to have their truck switched out for an empty one. This is done by prioritization of routes that may be furthest from the dump or particularly heavy. Special care should be taken to make sure that you do NOT switch all your available extra trucks with full ones without having at least one truck on hand in case of a breakdown. This should be coordinated with the Foreman and E-Man.
- These calls to the RCC's can be done with the help of the clerk(s) and/or another supervisor(s) that may be on hand.
- This call is to ensure that all crews are in place and accounted for.

09:00 AM

- The clerk(s) have begun working on the following day's Div. Supt./Asst. Div. Supt. Package by identifying any laborers/RCC's that are scheduled off and remove them from the Master. Laborer replacements are determined by the Div. Supt./Asst. Div. Supt. from the extra laborers on hand.
- When an RCC is off their duties are to be divided among the other RCC's to cover the service area.
- The MTD Foreman will determine what MTD's and/or trucks need to be replaced.
- All these changes are compiled by the clerk(s) and an updated Master for the following day is created and they can also begin on the board(s) and truck sheets.
- The Div. Supt./Asst. Div. Supt. reviews the previous days truck sheets for accuracy and/or discrepancies and address them with the RCC's and/or crews.

10:00 AM

- The 2nd call to the RCC's is for a completed unit count for each of the routes. At this point any potentially problem routes need to be identified and plans have begun to alleviate those routes by either moving another refuse crew(s) and/or committing the basket trucks to assist on refuse collection. This will be coordinated with that RCC so that we do not needlessly double our efforts.
- A total count of units completed is obtained and phoned into Resource Allocation (Q-6) at 4-4595 who will collect the data from all of the parking stations and track the overall progress of refuse collection. This is called the 'Mid-Day count'.
- Attention should be placed by the RCC's in identifying trucks that need to go to the dump. The RCC is to check the load to assure they do in fact need to dump.
- Laborers are not permitted to go to the dump with the refuse truck. They are assigned in-between load assignments by yourself or their RCC until their assign truck returns from the dump. The crew then goes to lunch together. All lunches are to completed by 11:30 AM. Late lunches are not permissible unless just cause has been given and authorized by yourself.
- RCC's are to log the time the crews go to their lunch break and what time they returned to avoid possible extended lunches.

12:30 PM

- The 3rd call to the RCC's is required for a status report on units complete and moves are beginning to assist any routes that were previously identified as needing help.
- Identify any routes that may be able to further assist in problem routes. This may be possibly from another RCC if the RCC who needs help is not able to move their own equipment to help, i.e. RCC5 may send 2 trucks to help RCC1 and 1 truck to help RCC3.
- Basket trucks are given any specials/missed stops that may have come in or can be assigned to assist in refuse collection.
- The following day's assignments are being written out on the dry erase boards by the clerk(s) from the data on the updated Master with all the changes accounted for.
- The clerk(s) are preparing all the truck sheets for the following day.

13:30 PM

- The 4th call is given to the RCC's to assure that their assigned routes are completed, problem routes have been assisted and an approximate completion time of all routes.
- The following day's Div. Supt./Asst. Div. Supt. Package is completed. This package needs to be checked for accuracy and completeness.
- Any refuse crew that has completed their route is to have an assignment. This can be assisting another crew, baskets, specials, missed stops, dumping and/or fueling.
- Refuse crews are not released to return to the parking station until all the routes have been completed.

14:00 PM

- If all routes are completed, then an 'all clean' is called in to Q-6.
- It is the responsibility of the RCC to assure that all their routes/units are completed. Any "open units" (uncompleted alleys) must be immediately reported to you and you are to report it to the Deputy Commissioner and or the General Superintendent. If overtime is authorized you will be notified to keep the necessary crews and Supervisors out past 1430 to complete any remaining units. If overtime is not authorized then either a refuse crew or basket truck crew is to be assigned to complete any open units first thing the following day.
- The RCC's are returning with their assigned crews and transporting laborers back to the parking station.
- On Holiday weeks the completed units for the next day must be accounted for on the following day's truck sheets so the crew and the RCC knows what was completed. This is to prevent the re-servicing of a completed unit and the wasting of valuable loading time. Refer to the Holiday week section below.

14:20 PM

- All parking station personnel and equipment has returned and has been accounted for by the RCC's and the MTD Foreman.
- All vehicles are parked and secured for the evening. RCC's are to leave the keys for their vehicles at the parking station in a predesignated spot. They are not to take their City vehicle's keys home with them.

14:30 PM

- All personnel have signed out and swiping out.
- A final review of the following day's assignments is done and the station is to be closed and secured for the evening.

Holiday Weeks

- For holiday weeks, instead of the MTD receiving one truck sheet, they will receive two. One truck sheets for that day of service and one for the following day's route. For example, if they are assigned to Monday Route 18, they will also receive Tuesday Route 18. When the Monday route 18 is complete the crew proceeds to the Tuesday route 18.
- The Monday crew may not necessarily know the Tuesday route but they will be provided a map of it.
- The following day the regular Tuesday crew will begin where the previous crew left off and complete the Tuesday route then proceed to their assigned Wednesday route, and the process begins again.
- **The switch between one day's alleys to the next day's is where we lose the most time and needs to be closely monitored by the RCC's and Div. Supt./Asst. Div. Supt.**
- An accurate record of the unit's completed needs to be kept.
- At the end of the day the completed units MUST be accounted for on the following day's truck sheets so that the refuse crew knows where the previous day's crews left off. The RCC sheets need to reflect this also. This is to assure that we are NOT re-servicing completed units and wasting valuable loading time on a holiday week.
- The following day's Div. Supt./Asst. Div. Supt. Package is not complete until the completed units for the following day have been crossed off or marked as completed. The Clerks and RCC's are to assist you in updated the following day's truck sheets with the completed units.
- The 'call in' times remain the same except that there is a 5th call at 1530. This call would be the same as the 1330 call on a regular day that has been listed above.



DEPARTMENT OF STREETS & SANITATION

BUREAU OF SANITATION

Ward Superintendent Responsibilities

These responsibilities are general activities performed by a Ward Superintendent. The Ward Superintendent is a supervisory position with responsibilities that include but is not limited to:

- Ward Superintendents are expected to arrive at their respective Division Yards to start the day early enough to aid the Division/Assistant Division Superintendent and inform them of any special request, aldermanic request, or in-between load assignment for the current day. In-between assignments are to be identified prior to the day of GRID SERVICE and are not considered special requests. In-between assignments must be identified and given to the Division to ensure the cleanliness of the Ward.
- Ward Superintendents shall aid in the supervision of refuse crews and RCCs. This includes occasional transportation of staff to and from the worksite, check 10-7 and lunch locations and times, making sure that all routes are completed in a timely manner, and ensuring the cleanliness of the units. The Ward Superintendent shall take corrective measures with crews and RCCs when the cleanliness of units are not acceptable.
- Ward Superintendents are to ensure that the daily 311 requests have been printed and the work requests are distributed and, or addressed in such a manner that the delivery of services falls within the Bureau's target for each request.
- Ward Superintendents are to check the refuse truck and crews assigned to their ward on their day of GRID SERVICE at least, but not limited to twice per day. While checking the crews a Ward Superintendent should initial the unit number the crew is in and make sure that all policies of refuse collection are adhered to. While checking crews a ward superintendent should ensure that their crews start in the alley in a timely manner and return from lunch in a timely manner
- **Prior** to the day of GRID SERVICE, Ward Superintendents are to survey units to identify any bulk pickups and ensure that crews are made aware of these pickups.
- During the day of GRID SERVICE, Ward Superintendents shall monitor units ensuring the cleanliness of units and that crews have picked up all refuse from the unit.
- Ward Superintendents are expected to adhere to all Department polices, work orders, and procedures that are issued.
- Ward Superintendents are expected to systematically survey their entire ward (including non-service areas) and enter all non-bureau/department services into CSR, as well as escalate said service to Alderman's Office. All polices regarding services provided to private property are to be strictly adhered to.
- Ward Superintendents are responsible for review and respond to all emails sent.

DEPARTMENT OF STREETS & SANITATION

BUREAU OF SANITATION

Ward Superintendent Responsibilities

- Ward Superintendents are responsible for addressing in writing any correspondence that involves citizens' requests. This written response should be provided on the form provided and include the following information:
 - 1) Date service rendered
 - 2) Description of service rendered
 - 3) Before and after photos of the location
 - 4) Crew numbers that performed the service
 - 5) Copies of any tickets issued
 - 6) Narrative *off* personal contact with citizen
- Ward Superintendents are responsible for designating locations for Weed Cutting, issuing the proper violations, and then entering completed assignments into CSR. All information should be correctly entered on the HDX sheet. All weed cutters must be monitored to ensure the assignments designated on the HDX sheet are being followed.
- Ward Superintendents are expected to administer and maintain the Street Sweeping Schedule posted on the City's internet site. Ward Superintendents are to ensure that a sign hanger posts the designated area properly in a timely manner, 2 days before the designated day and the mechanical sweeper correctly sweeps the posted area. All signs from the designated area should be removed when sweeping is completed.
- Ward Superintendents are responsible for supervising snow equipment that has been assigned to their respective wards in the winter season, during inside street spreading operations.
- Ward Superintendents are required to report for all call that involve emergency service needs including but not limited to inside spreading, heat watches, cold watches, storm related emergencies, etc. Ward Superintendents are responsible to be available in the event that a service is needed after working hours. A superintendent should notify their Division Superintendent when they are unavailable during non working hours.
- Ward Superintendents are to ensure that any requested information requested i.e., surveys or special reports are completed accurately and turned in by the set deadlines.

Blue Cart Recycling 2018 Program



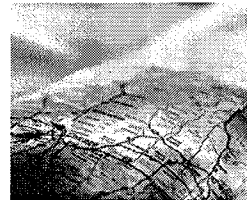
Residential Recycling

City of Chicago

Blue Cart Program

All low-density residential households in the City of Chicago.

- **Who**
 - Single Family Homes
 - Buildings with 4 units or less who currently receive City trash pickup
- **What**
 - Homes are issued a 96 gallon Blue Cart
 - Single stream/ separate collection
- **When**
 - Completed expansions in October 2013
 - Collections are EVERY OTHER WEEK



Managed Competition

- Since October 2011, recycling has been collected by both private contractors and DSS

- Goal: reduce program costs

- Results: it has saved tax payer dollars and improved (city) crew performance

- Reduced cost collections by \$12M annually



Current Blue Cart Service

- Approximately 625,000 households currently have blue carts

- Service areas are split into six zones

- 100,000 households in each zone

- City- Service Areas 2 & 4

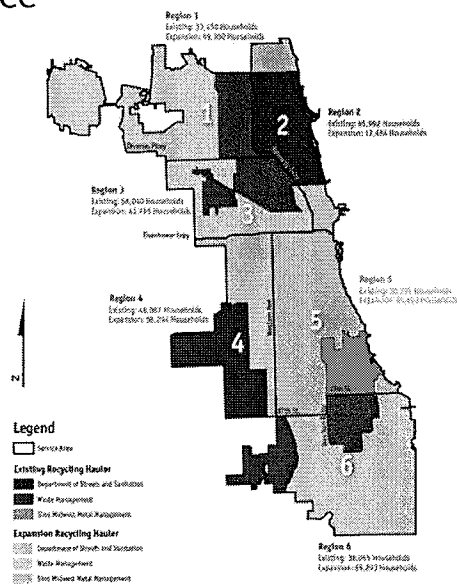
- WM- Service Areas 1,3,6

- Sims- Service Area 5

- 2016 tonnage 85,000 tons

- 2017 tonnage 84,000 tons

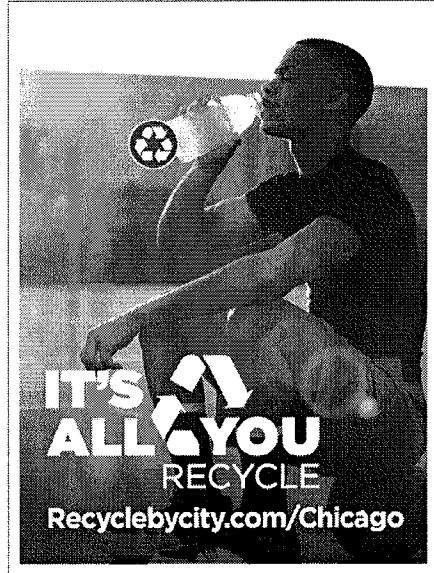
(Low diversion rate, less than 10%)



How it Works:

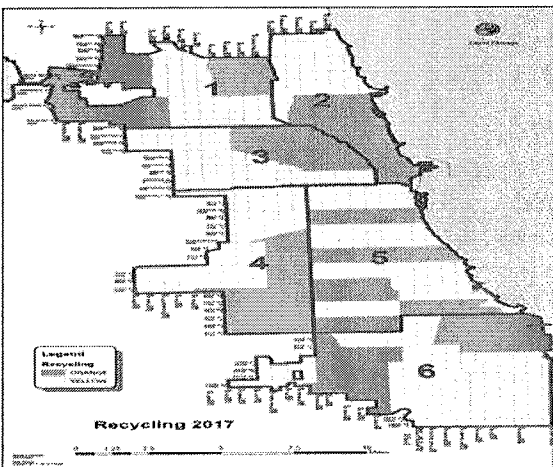
Recyclables

- Know your Service Area (1-6)
- Collected separately every other week
- Know the Collection Calendar
- All recyclables can be mixed together (no bags)
- Empty all containers (rinsing is not necessary)



BLUE CART RECYCLING 2018 Pick-Up Schedule

All recyclables must be placed in the blue cart loose, without a bag.



Residents with alley service:
Put your blue cart out during your entire highlighted week.

Residents with curbside service:
Put your blue cart out on your garbage day during your highlighted week (unless otherwise notified).

PICK-UP WEEK

JANUARY 2018		FEBRUARY 2018	
W	F	W	F
1	2	1	2
3	4	3	4
5	6	5	6
7	8	7	8
9	10	9	10
11	12	11	12
13	14	13	14
15	16	15	16
17	18	17	18
19	20	19	20
21	22	21	22
23	24	23	24
25	26	25	26
27	28	27	28
29	30	29	30
31			

MARCH 2018		APRIL 2018	
W	F	W	F
1	2	1	2
3	4	3	4
5	6	5	6
7	8	7	8
9	10	9	10
11	12	11	12
13	14	13	14
15	16	15	16
17	18	17	18
19	20	19	20
21	22	21	22
23	24	23	24
25	26	25	26
27	28	27	28
29	30	29	30
31			

MAY 2018		JUNE 2018	
W	F	W	F
1	2	1	2
3	4	3	4
5	6	5	6
7	8	7	8
9	10	9	10
11	12	11	12
13	14	13	14
15	16	15	16
17	18	17	18
19	20	19	20
21	22	21	22
23	24	23	24
25	26	25	26
27	28	27	28
29	30	29	30
31			

AUGUST 2018		SEPTEMBER 2018	
W	F	W	F
1	2	1	2
3	4	3	4
5	6	5	6
7	8	7	8
9	10	9	10
11	12	11	12
13	14	13	14
15	16	15	16
17	18	17	18
19	20	19	20
21	22	21	22
23	24	23	24
25	26	25	26
27	28	27	28
29	30	29	30
31			

OCTOBER 2018		NOVEMBER 2018	
W	F	W	F
1	2	1	2
3	4	3	4
5	6	5	6
7	8	7	8
9	10	9	10
11	12	11	12
13	14	13	14
15	16	15	16
17	18	17	18
19	20	19	20
21	22	21	22
23	24	23	24
25	26	25	26
27	28	27	28
29	30	29	30
31			

DECEMBER 2018	
W	F
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	

HOLIDAYS

Pick-up that falls on holidays will be moved up the following day.

All dates will not be serviced due to holidays: February 2, May 20, July 4, September 3, November 23, December 25.

QUESTIONS OR SERVICE REQUESTS? Call 311 or visit ChicagoRecycles.org

Recycling Contacts

Recycling Office: 312-744-7171
(All Areas)

Service Area 1 & 3 (WM)

Route Manager's
Joseph Tostige- jtostige@wm.com
312-438-0205
Adam Stekala- astekala@wm.com
708-269-1488
Wilson Mora- wmora@wm.com
847-974-9939

Operations Manager
Christopher Haraf- charaf1@wm.com
Cell: 708-473-1652

Service Area 2 (City/DSS)

Ivan Rodriguez
RCC
Ivan.Rodriguez@cityofchicago.org
Cell: 773-220-4460

Service Area 4 (City/DSS)

Ken Baran
RCC
Kenneth.Baran@cityofchicago.org
Office: 312-747-9050
Cell: 312-933-2111

Service Area 5 (Sims/Lakeshore Waste)

Route Manager
Gabe Hanson- ghanson@lrsrecycles.org
Cell: 312-385-9049

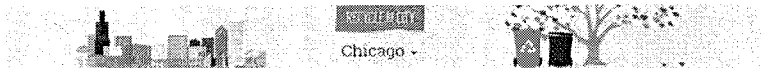
Service Area 6 (WM)

Route Manager
Sean Horne- shorne@wm.com
Cell: 312-448-3894

What can be recycled?

New Educational Website

www.recyclebycity.com/Chicago



Everything you want to know about recycling in Chicago.



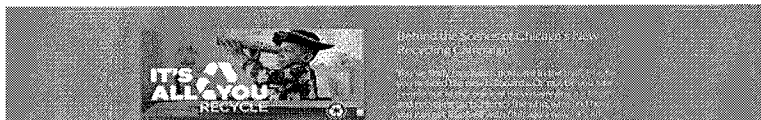
See what's in your bin
Recycling, yardwaste and
hazardous waste guide



Take the tour
Test your skills, explore more
content and help guides



Take the class
Find out what requests, concerns
and other go on your

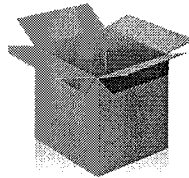


City Blue Carts

5 types of acceptable materials

1. Paper and Cardboard

Includes: Office paper, boxes, cereal boxes, magazines, catalogs, newspapers, paper bags, paper cover books



2. Plastic Bottles and Containers



No #6

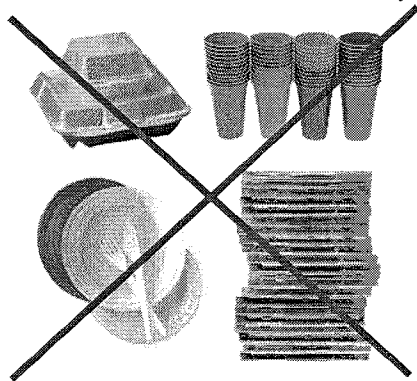


Image: Earth 911.com

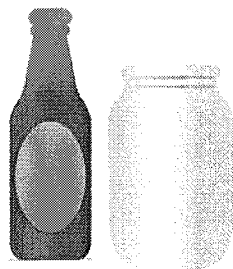
3. Metals

Includes: Aluminum cans, foil, pie tins, tin or steel cans



4. Glass

Includes: Glass jars and bottles



5. Waxy Cartons

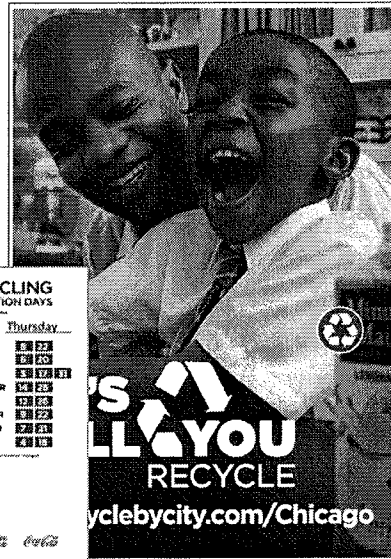
Includes: Milk cartons, juice boxes, juice cartons



New Educational Campaign

It's ALL you.

New look to the INFO card



♻️ RECYCLE THANK YOU FOR RECYCLING THESE GOODS IN YOUR CABINETS.

- Cans**: Aluminum and Steel Cans
- Cartons**: Fluid and Beverage Cartons
- Glass**: Bottles and Jars
- Paper**: Mixed Paper, Flat, Newspaper, Magazines, and Filmmats
- Plastic**: Clean Containers

NO!

- Do not place any remaining food cartons
- No frozen meat
- No paint or other liquids or powders
- No tires
- No flammable gas tanks, oils, acids, or solvents

♻️ **RECYCLING COLLECTION DAYS**

YEAR DAY IN **THURSDAY**

JUNE	6	22
JULY	8	20
AUGUST	5	19
SEPTEMBER	7	23
OCTOBER	11	25
NOVEMBER	8	22
DECEMBER	2	15
JANUARY	4	18

Visit RecycleByCity.com/Chicago or Call 311

BAGLESS PROGRAM

As of January 1st 2017 bagged recyclables are no longer accepted.



Contamination

- Contaminated Carts need to be tagged and tracked(Daily)
- No refuse in blue carts
- This is not a finable offense
- Follow-up outreach will occur with the residents
- If contamination continues, carts may be removed but a removal CSR must be completed



New Contamination TAGGING

New Tag was created to help identify the top contaminates and to ensure awareness.



Items not to recycle

The following items belong in your black cart

- Food waste*
- Styrofoam
- Light bulbs**
- Window glass
- Ceramics
- Clothing
- Empty motor oil containers
- Empty hazardous chemical containers
- Plastic grocery bags*
- Plastic without recycling symbol

*Consider composting your food waste at home and returning plastic bags to their source.

**Bring Energy-efficient CFL bulbs to the Household Chemicals & Computer Recycling Facility (1150 N. North Branch; 2 Blocks east of the Kennedy Expressway at Division) for proper disposal.

Chicago Residential and Commercial Recycling Ordinance Overview

The new ordinance consolidates (MCC 11-5-021, 11-5-022 and 11-5-023).

The tenants of the updated ordinance are generally the same, starting January 1st, 2017 the ordinance will:

- 1) Mandates source separated recycling the most commonly used collection method.
- 2) Requires notice from DSS to building owner/agent.
- 3) Has updated penalties.

Source-Separated Recycling: General Requirements

- 1) Requires certain persons (Owners) to enter into a contract with a private hauler, if they have five dwelling units or more.
- 2) Inspected locations, have a max of 30 days to be compliant but should work towards compliance at the initial moment of notice.
- 3) Penalties for non-compliance: Graduated penalty: \$500-\$1,000 (first offense); \$1,000 to 2,500 (second offense within 12-month period); \$2,500-\$5,000 (third and each subsequent violation occurring within 12-months of the most recent violation)
- 4) Authorizes single stream recycling of recyclable material. (All recycling material, can be placed in the same recycling container.

Requires refuse collection customers to do the following:

- Engage in source-separated recycling.
- Equip the interior and exterior common areas of the premises with sufficient recycling containers.
- Describes the markings and conditions under which the above-required recycling containers must be maintained (i.e. clearly identified as recycling containers; via picture and or written list of materials that can be placed therein; emptied on regular basis; maintained free of odor
- Post signage in building notifying occupants that source-separated recycling is required
- Develop and implement an ongoing education program, including flyers containing specified information, to educate tenants, residents and occupants of the building about the refused collection customers source separated recycling program.
- Provide written notice to residents, tenants and occupants of changes to the source separated recycling program

Recycling Inspections

Residential properties with five dwelling units or more and all commercial properties are responsible for obtaining both private refuse and recycling services.

If a resident and or concern citizen enter a sale-force complaint into the system, you must inspect to ensure compliance:

1. Check the number of Dwelling units.
 2. Confirm property does not have private recycling.
 3. If property does not have private recycling services, post property for non-compliance.
 4. Look for Property Management and or Ownership contact information, if provide contact and start communications.
 5. Forward pictures of posting to Recycling Office: DSSrecycling@cityofchicago.org
Recycling Office Number is: 312-742-2413.
1. Property will be reviewed on a weekly to ensure compliance.
 2. After 30-days of non-compliance property will be reviewed for ticketing.

Questions?

Residential Garbage Eligibility & Fee Overview

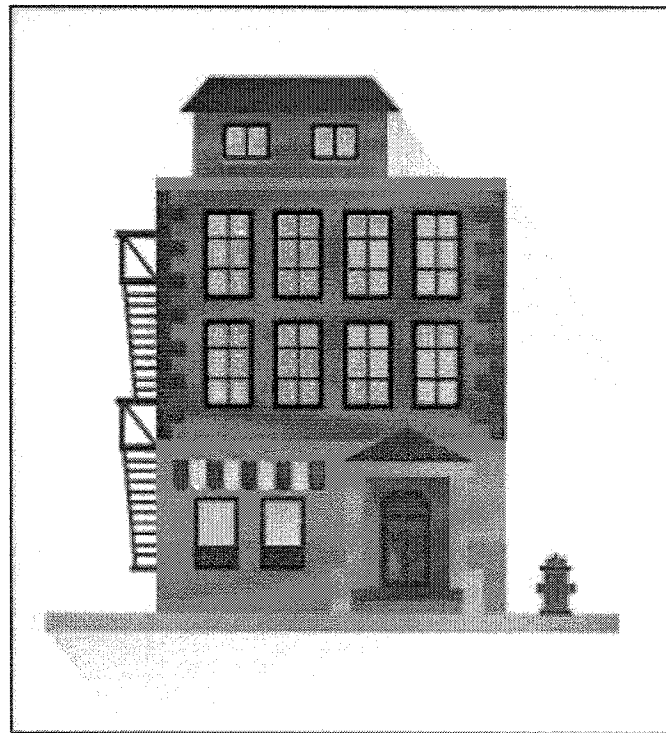
The Garbage Eligibility & Fees are covered in ordinance(s) (MCC 7-28-230, 7-28-235).

DSS provides garbage services for low-density households, properties with four or fewer dwelling units:

Single Family Homes



Four or fewer dwelling buildings



Garbage Eligibility Cont'

Townhomes

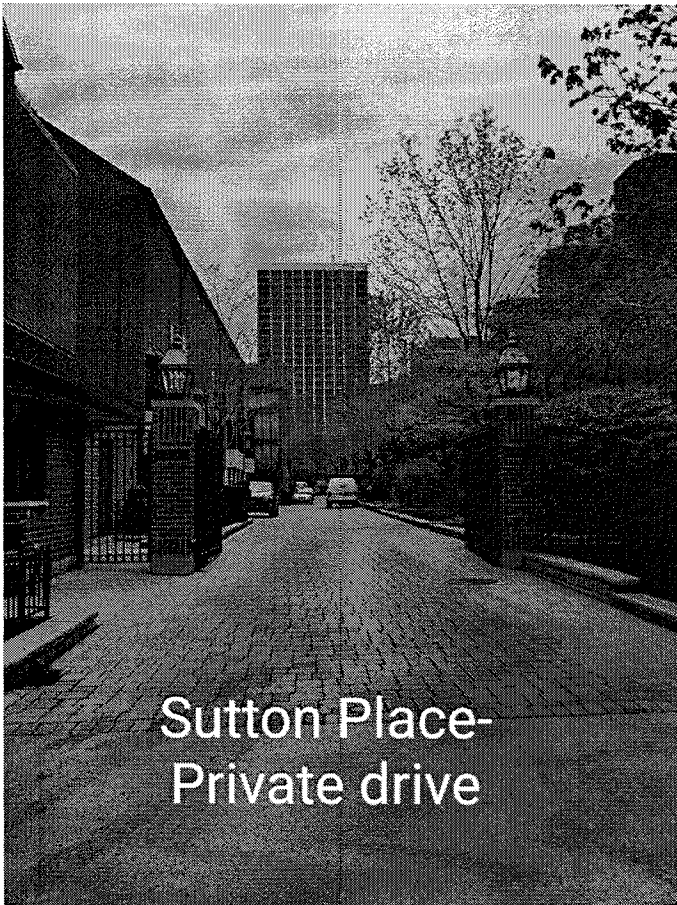
DSS provides garbage services for townhomes that are accessible to the public street or alley:



No gated communities or private access areas should have DSS service, includes locations with gates, key cards, or key codes to access the containers.

Garbage Eligibility Cont'

Townhomes (NOT ELIGIBLE)



Garbage Eligibility Cont'

Townhomes (NOT ELIGIBLE)



Garbage Eligibility Cont'

Townhomes (NOT ELIGIBLE)



Garbage Eligibility Cont'

Not-For-Profit Eligibility

DSS provides garbage services for some non-profit institutions, check with Cart Program



for a complete list of locations in your ward.


Garbage Eligibility and Fee Cont’:

- Fee is \$9.50 per dwelling unit/per month
- Garbage charges appear on the utility bill (water & sewer).
- Every two months (metered property) Every six months (non-metered property)
- All properties with five or more dwellings are **NOT ELIGIBLE**
 - Post the building with a “discontinuation of service” notice
 - Email pictures of posting, property, city carts to dss-carts@cityofchicago.org
 - Property owner/manager is to contact 312-744-2413
 - Ten (10) business days to obtain private garbage & recycling service
 - Issue citation (use violation code 7-28-240) if property non-compliant after two (2) postings
- There is no GRANDFATHERED LIST of eligible properties
- Condominiums are eligible provided the building has four or fewer dwelling units

Uncertain about garbage eligibility for ANY PROPERTY?
contact 312-744-2413


Questions?

Department of Streets & Sanitation



City of Chicago
John Tully
Commissioner
Streets & Sanitation


Street Sweeping



The Department of Streets and Sanitation
John Tully
Commissioner


1

Department of Streets & Sanitation




City of Chicago
John Tully
Commissioner
Streets & Sanitation

DEPARTMENT OF STREETS AND SANITATION Street Sweeping Program



1

Department of Streets & Sanitation



City of Chicago
John Tully
Commissioner
Streets & Sanitation

Modified Grid: "Blitz" Street Sweeping

DSS will deploy 50 sweepers beginning April 1st until all the wards have completed one complete sweeping cycle.

After this is accomplished 45 sweepers may be assigned daily to street sweeping citywide.


From 8am to 9am, Sweepers used to blitz other Wards will sweep the main routes in the Blitzed Wards. They will then sweep the posted areas in the Blitzed Wards until they are completed. **At 6:00 AM Sweeper drivers that are used to blitz another ward are to contact that Ward's Superintendent to get list of the Mains to be swept.**

The Sweepers used in the Blitzed Wards will then head back to their assigned Wards, sweeping the main streets on their way back.

The sweepers will then complete the posted areas in their assigned Wards.

Sweeper drivers are expected to pull out of their parking location no later than 6:15 AM and should not return to their parking location before 2:00 – 2:15 PM.

Department of Streets & Sanitation



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Modified Grid: "Blitz" Street Sweeping


There will be one ward in each of the original 5 division that will be blitzed beginning after the first sweeping cycle.

The number of street sweepers will increase up to 50 for leaf season (typically around the middle of September) depending on the weather.

All 50 Wards will be posted & swept each and every day as we have done in years past.

The sweeping schedule for all 50 Wards will be posted on the Internet as it was last year.

Department of Streets & Sanitation




Blitz Schedule

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Ward	April 1st	April 15th	April 29th	May 13th	May 27th	June 10th	June 24th	July 8th	July 22nd	August 5th	August 19th	Sept 2nd	Sept 16th	Sept 30th	Oct 14th	Oct 28th	Nov 11th
1	10:00-11:00	11:00-12:00	12:00-1:00	1:00-2:00	2:00-3:00	3:00-4:00	4:00-5:00	5:00-6:00	6:00-7:00	7:00-8:00	8:00-9:00	9:00-10:00	10:00-11:00	11:00-12:00	12:00-1:00	1:00-2:00	2:00-3:00

Department of Streets & Sanitation




Sweeper Dumpster Boxes

City of Chicago
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- -April 1st thru the first completed cycle of sweeping (when an entire ward has been completed) no section will be allowed to use more than 2 boxes
- -Once the first cycle is completed the maximum number of boxes that can be used for a section will be 1 box. **Boxes should be located in the center of the section to reduce travel times and be in a more prominent location to discourage fly dumping.** Boxes should be used for multiple sections whenever possible
- -When leaf season begins (approximately September 15) there will be a maximum of 2 boxes per section
- -Any request for an increase in the number of boxes can only be approved in advance after a written email justification is received and reviewed
- -The only individuals authorized to order boxes are the Division Superintendent or his/her designee

Department of Streets & Sanitation




City of Chicago
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Sweeper Dumpster Boxes

- -Division Superintendents and their designee will be held accountable to make sure that this policy is followed with discipline following for operating outside these guidelines without approval.
- -Boxes should only ordered for the exclusive use of street sweeping
- -No division staff will be allowed to deviate from this policy as laid out
- Please make sure that you are only dumping debris from your street sweeper into boxes that are provided by our vendor. You should know where your box locations are and if you are unsure you should contact your division office or Ward Superintendent for clarification.
- No driver should dump debris into any other dumpsters on the public way. Any driver found dumping debris into a dumpster that is not provided by our vendor will face disciplinary action.


Do NOT Overfill

Department of Streets & Sanitation



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First Cycle Completion Date



WARD	COMPLETION DATE	SECTIONS
1	30-Apr	11
2	15-Apr	8
3	15-May	18
4	13-May	15
5	6-May	13
6	8-May	14
7	14-May	13
8	18-May	17
9	28-May	21
10	18-May	17
11	14-May	13
12	26-Apr	10
13	14-Jun	27
14	16-May	17
15	26-Apr	10
16	8-May	13
17	24-May	20
18	23-May	19
19	19-Jun	25
20	14-May	16
21	22-May	19
22	8-May	14
23	22-May	19
24	30-Apr	11
25	26-Apr	10
26	30-Apr	11
27	10-May	15
28	7-May	14
29	8-May	14
30	22-Apr	11
31	2-May	12
32	8-May	14
33	8-May	14
34	13-Jun	28
35	30-Apr	11
36	8-May	14
37	8-May	14
38	8-May	25
39	8-May	14
40	20-May	18
41	14-May	33
42	20-Apr	7
43	8-May	8
44	13-May	12
45	31-May	23
46	23-Apr	8
47	25-May	18
48	22-Apr	10
49	2-May	12
50	10-May	18

Department of Streets & Sanitation




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Accurate recording of data on the Mechanical Sweeper Report is **Critical**



Department of Streets & Sanitation






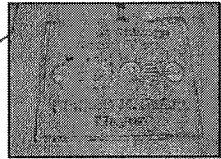


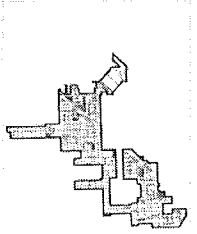
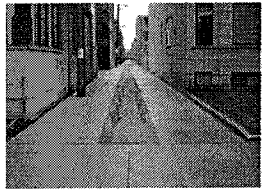
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Mechanical Sweeper Report

Driver Name		Lic#		Shift		Date		Total hrs.	
Street		Block		Day		Date		Sheet 1, 2, 3	
Parking Station		Duration		Collector washing		Gallons			
Sweeper no.		Start	Finish	Start	Finish	Total	Oil gals.		
Single sweeper no. 1						Time		From To	
Single sweeper no. 2						At			
Section #	Main Miles	Prohibit index	Curve miles	Alleys	Curb yards	Four	To	Enter here Remarks-Location	
Start Date	From	Time	To	Time	Total	Use number of sweepers			
Project									
Address									
Remarks									
Driver's Signature					Ward Supervisor's				
MFD Foreman's Signature									

Department of Streets & Sanitation	 <p>City of Chicago John Tully Commissioner Streets & Sanitation</p> <p>Main Miles – These are the number of main miles swept.</p> <p>Posted Miles – These are the number of posted miles in a residential section.</p> <p>Curb Miles – These are the number of miles when you multiply posted miles times the number of passes</p> <p>Alleys – These are the number of individual alleys (NOT miles)</p> <p>Cubic Yards – Each full load is 3 cubic yards</p>	Ward _____ Day _____		Condition				
		Parking station		Start	Finish	Sta		
		Sweeper no.						
		Repl. sweeper no. 1						
		Repl. sweeper no. 2						
	Section #	Main Miles	Posted miles	Curb miles	Alleys	Cubic yards	Fr	
		12	6	18	3	27		
	Main Streets	From	Time start	To	Time fin			

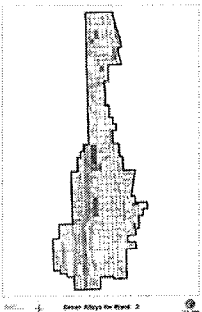
Department of Streets & Sanitation	 <p>City of Chicago John Tully Commissioner Streets & Sanitation</p> <h2 style="text-align: center;">Green Alleys</h2>	Chicago Green Alley Sweeping Procedures	
		 	
		1- Identify Alley by Green Alley Stamp in Apron	
			
		2- No Spray	3- Low Speed
		4- Triple Pass with Brushes Positioned over Permeable Pavement	
<small>© 2011 City of Chicago Streets & Sanitation</small>			

Department of Streets & Sanitation





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Green Alleys

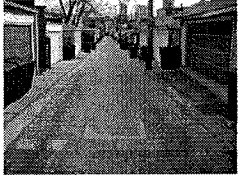

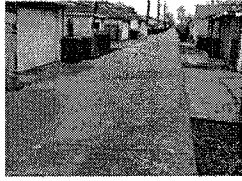


Green Alleys for Ward 2

Chicago Green Alley Design Types




Permeable Concrete Center Trench in Concrete or Asphalt Alley



Full Width Permeable Concrete, Asphalt, or Brick Paver Alley

Department of Streets & Sanitation




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Weekly Deadlines

- All data for the previous week's sweeping ***must*** be entered by 12:00 PM on Tuesdays so that the weekly report can be generated.
- All Mechanical Sweeping Sheets ***must*** be accounted for and scanned by 12:00 PM on Tuesdays

Ultimately it is the Division Superintendent's and the Assistant Division Superintendent's responsibility to make sure that these deadlines are met

Department of Streets & Sanitation



City of Chicago
John Tully
Commissioner
Streets & Sanitation

Medill Sweepers

Week of: _____

Scanning of Mechanical Sweeping Sheets

Wards

1 _____

2 _____

26 _____

27 _____

32 _____


42 _____

43 _____

44 _____

This cover sheet must be scanned and emailed with all Mechanical Sweeper Reports each week to: Thomas.O'Connor@cityofchicago.org

Department of Streets & Sanitation



City of Chicago
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Streets & Sanitation

Weekly Switch-Out Report

Division _____

Week of _____


Total Number of Switch-Outs _____

Breakdown of Switch-Outs By Ward

Ward	# Of Switch-Outs

Scanning of Weekly Switch-Out Report

Department of Streets & Sanitation



City of Chicago
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 Commissioner
 Streets & Sanitation

DATE _____
 DAY _____

CITY OF CHICAGO
 BUREAU OF SANITATION
 SWEEPER ROLL OFF BOX PROGRAM
 DIVISION _____
 BRACKENBOX ROLL OFF SERVICE


WARD	ADDRESS / LOCATION	SPECIAL INSTRUCTION	Pub. Works	SERVICE			BOX #	CITY OF CHICAGO AUTHORIZATION	BRACKENBOX CONFIRMATION
			Date	DEL	PICK UP	ONSITE			

District Phone _____
 District # _____
 BRACKENBOX PHONE# 773.294.3161 (Ext. 63636)
 BRACKENBOX FAX 708.339.0100 (Main)
 BRACKENBOX FAX 708.331.4112 (Alternate #)
 SCAN TO EMAIL: BRACKENBOX@YAHOO.COM

DEL-DELIVERY
 PU-STREET PICK UP
 SW-SWITCH OF CONTAINER

Dumpster Box Service Request Form

Department of Streets & Sanitation



City of Chicago
 John Tully
 Commissioner
 Streets & Sanitation

DATE _____
 DAY _____


Daily Recap of Ordered Boxes
 CITY OF CHICAGO
 BUREAU OF SANITATION
 SWEEPER ROLL OFF BOX PROGRAM
 District # _____

Ward	Section	# Boxes Requested	Requested By	Name of Division Employee AUTHORIZATION

Email this document to Marchelle.Collins@cityofchicago.org

Recap of Ordered Boxes Form


Department of Streets & Sanitation



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Yard Waste Boxes

Department of Streets & Sanitation



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Yard Waste Boxes


Division _____

Box Location _____

Location	Date Box Delivered/Removed

Yard Waste Boxes Form

Department of Streets & Sanitation




City of Chicago
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Division Clerks

Department of Streets & Sanitation

DIV	Division Superintendents	Phone	Address	Clerk
1	Mike Acciari	744-3099	6441 N. Ravenswood	Jeannie Frazier
2	Anthony LaPash	744-2333, 2336	4808 W Wilson	Linda Cribbs
3	Kyle Smith	743-0462	4211 W Ferdinand	Raymona Perry
3A	Manuel Gonzalez	746-4610	4619 W Homer	Francisco De Jesus William Martinez
4	Linda Delgado	742-4119	1699 W Medill	Anthony Murff
5	Nick Zaro	747-9980	3757 W 34th Street	Xavier Arcos
6	Vince Sanchez	745-2243	3800 S Iron	Irene Aguilar
7	Chris Manuel	747-8171	2300 W 52nd Street	Angel Wright
8	Cynthia Logan	745-0005	900 E 103rd Street	Mondalay Harrison


Department of Streets & Sanitation




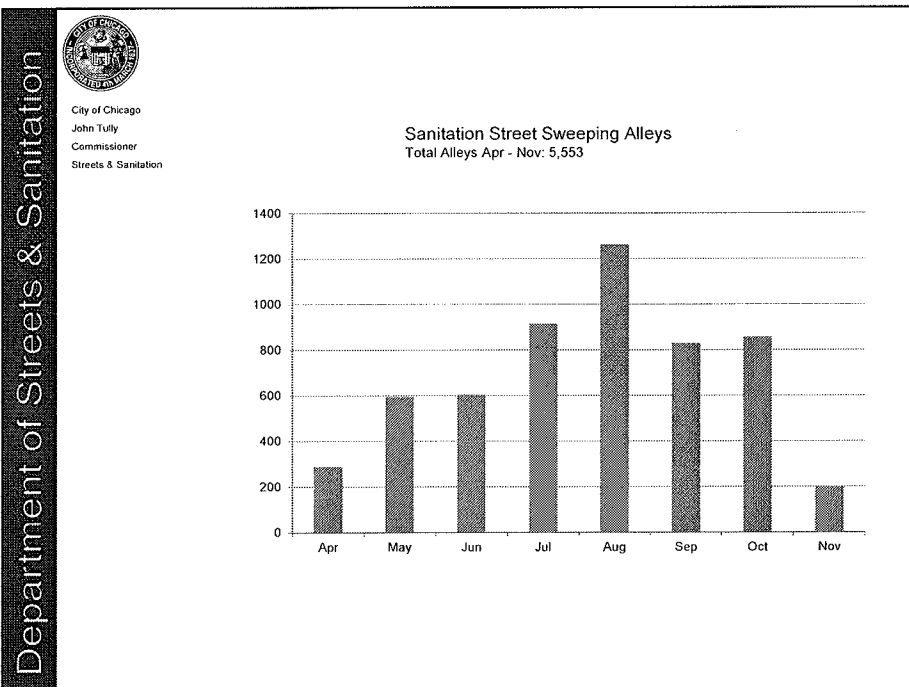
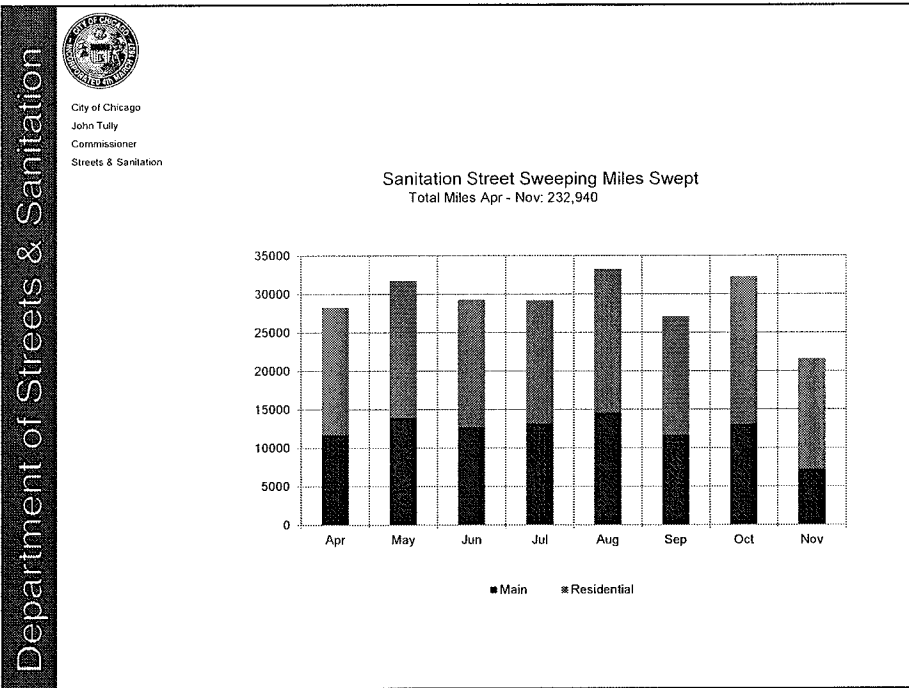
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Sweeper Database


	<i>Main Street Miles</i>	<i>Post Street Miles</i>	<i>Post Curb Miles</i>	<i>Alleys</i>	<i>Cubic Yards</i>
Sum	9	9	16	0	27







Department of Streets & Sanitation




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Historical Data

Year	Main Miles	Curb Miles	Alleys
2014	95,892	110,959	2,299
2015	105,771	121,160	2,402
2016	105,088	125,941	3,855
2017	108,869	193,606	4,987
2018*	98,311	134,609	5,553

*150 lost shifts in April (3X50)
Early termination of sweeping in
November due to weather

Department of Streets & Sanitation




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Foreman's/Lots Responsibility

<u>DIV</u>	<u>Street Sweeping Wards</u>	<u>FMTD</u>
1	Ravenswood - 40, 46, 47, 48, 49, 50	Jim Szewczyk
2	Mayfair - 33, 38, 39, 41, 45	Max Castillo/Tonisha Smith
3	Northwest - 24, 28, 29, 37	Elizabeth Wright
3A	Homer & Kilpatrick - 30, 31, 35, 36	Mike Gomez
4	Medill - 1, 2, 26, 27, 32, 42, 43, 44	Robert Santana
5	34th & Lawndale - 13, 14, 22, 23	Anthony Koos
6	Southwest Grid - 3,4,5,11,12,20, 25	Ray Cortez
7	52nd & Oakley Grid - 6, 15, 16, 17, 18, 21	John Gavin
8	103rd Grid - 7, 8, 9, 10,19, 34	Gerald Brown

Department of Streets & Sanitation

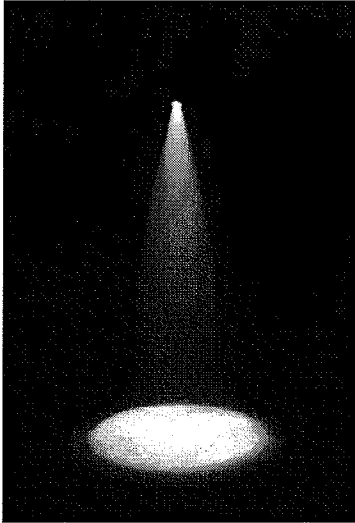


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Sweeper Tracker

For the second year we will continue with the use of Sweeper Tracker.

It will give the general PUBLIC access to sweeper activity in *real time*...

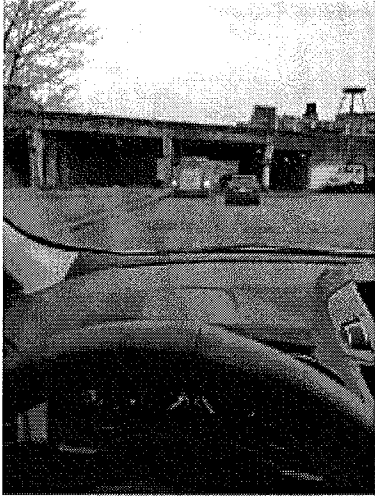


Department of Streets & Sanitation




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Safely Operating The Street Sweeper



Department of Streets & Sanitation




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Procedure for Sweeper Overtime

SWEEPER O.T ROTATION LIST			
M.T.D.	SENIORITY	EVENT	DATE
A. LARSEN	022006		
S. C. REYNOLDS	061507		
J. MURPHY	048102		
F. HANSEN	021405		
T. HOFFMANN	012606		
A. PREGO	042506		
C. RAY	120107		
D. STEWART	100306		
S. WICKING	121408		
R. BILLS	121608		
M. GORLEN	031609		
J. SIMMONS	011509		
R. BRIDGEMAN	020609		
T. CLARK	021809		
A. LEFFENSE	032209		
L. BIRRE	010209		
A. MALONE	030709		
A. KAPLAN	001309		
J. DELCADO	130409		
C. CHAMBERLAIN	010509		
M. PERRY	020100		
K. FLORES	051801		
A. LAURE	011702		
A. WILSON	021302		
J. SANDUS	030402		
A. LIMA	040602		
S. LAY	042702		
K. WENGER	021102		
D. CLOUTIER	111302		
B. SIMMONS	120802		
W. ANDERSON	122402		
E. BURNS	060803		
H. WHEEL	060803		
J. EVANS	1102005		
S. JENNINGS	1205006		
W. FRANKELT	0212006		
K. ZASH	0112006		
T. GRAYSON	0112006		
A. MURPHY	0703007		
M. MURPHY	050208		
S. CHENY	1201008		
J. NORMAN	1207008		
C. BRIDGEMAN	0102009		
A. HARRIS	0204012		
M. CHAPMAN	1105012		
D. HARRIS	0119013		
C. GARDNER	1102013		
J. LORBER	1102013		
V. RAMON	0208014		
S. CHENY	1105014		
J. CHERRY	1105014		

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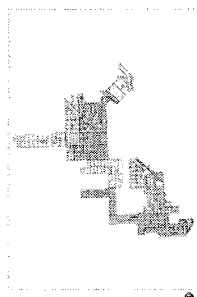
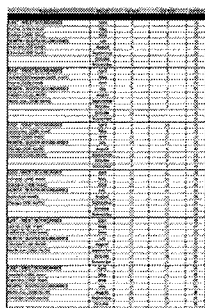


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Sweeping Maps and Schedules

Ward Superintendents are **Solely Responsible** for the accuracy of their Maps and Schedules

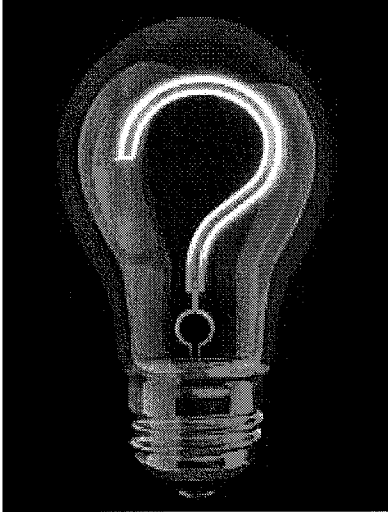
It is important that you have Thoroughly examined your material

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Any Questions?


31

Department of Streets & Sanitation



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Scanning Truck Sheets



The Department of Streets and Sanitation
John Tully
Commissioner

1

Department of Streets & Sanitation



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John Tully
Commissioner
Streets & Sanitation

The truck sheet cover sheet is designed to be scanned by the Cannon copy machines.

The cover sheet is placed on top of the stack of all of the truck sheets which are placed face up, facing the operator.

In the one touch menu, first the button "City_Hall" is pushed then the start button is pushed.

XXX COVER PAGE FOR THE DEPARTMENT OF STREETS AND SANITATION XXX


REFUSE COLLECTION DAILY LOG

Ravenswood

June 8, 2016

Sanatation

Department of Streets & Sanitation



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XXX COVER PAGE FOR THE DEPARTMENT OF STREETS AND SANITATION XXX

REFUSE COLLECTION DAILY LOG

The software reads the cover page.

Using the "XXX COVER PAGE FOR THE DEPARTMENT OF..." as an anchor (shown in the blue box)


The software reads the data in the red boxes

Ravenswood

June 8, 2016

Sanatation

Department of Streets & Sanitation



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XXX COVER PAGE FOR THE DEPARTMENT OF STREETS AND SANITATION XXX

REFUSE COLLECTION DAILY LOG

The software reads the division and finds the folder with that name

It then finds a folder, or creates one, that it names with the date on the truck sheet

It puts the new pdf in that folder


S:\CITYHALL\DSS Truck Sheets\Sanitation Daily Activity Logs\RAVENSWOOD\June 8, 2016

Ravenswood

June 8, 2016

Time	Driver	Truck #	Area	Notes
7:00 AM	John Tully	12345	Sanitation	...
7:15 AM	John Tully	12345	Sanitation	...
7:30 AM	John Tully	12345	Sanitation	...
7:45 AM	John Tully	12345	Sanitation	...
8:00 AM	John Tully	12345	Sanitation	...
8:15 AM	John Tully	12345	Sanitation	...
8:30 AM	John Tully	12345	Sanitation	...
8:45 AM	John Tully	12345	Sanitation	...
9:00 AM	John Tully	12345	Sanitation	...
9:15 AM	John Tully	12345	Sanitation	...
9:30 AM	John Tully	12345	Sanitation	...
9:45 AM	John Tully	12345	Sanitation	...
10:00 AM	John Tully	12345	Sanitation	...
10:15 AM	John Tully	12345	Sanitation	...
10:30 AM	John Tully	12345	Sanitation	...
10:45 AM	John Tully	12345	Sanitation	...
11:00 AM	John Tully	12345	Sanitation	...
11:15 AM	John Tully	12345	Sanitation	...
11:30 AM	John Tully	12345	Sanitation	...
11:45 AM	John Tully	12345	Sanitation	...
12:00 PM	John Tully	12345	Sanitation	...
12:15 PM	John Tully	12345	Sanitation	...
12:30 PM	John Tully	12345	Sanitation	...
12:45 PM	John Tully	12345	Sanitation	...
1:00 PM	John Tully	12345	Sanitation	...
1:15 PM	John Tully	12345	Sanitation	...
1:30 PM	John Tully	12345	Sanitation	...
1:45 PM	John Tully	12345	Sanitation	...
2:00 PM	John Tully	12345	Sanitation	...
2:15 PM	John Tully	12345	Sanitation	...
2:30 PM	John Tully	12345	Sanitation	...
2:45 PM	John Tully	12345	Sanitation	...
3:00 PM	John Tully	12345	Sanitation	...
3:15 PM	John Tully	12345	Sanitation	...
3:30 PM	John Tully	12345	Sanitation	...
3:45 PM	John Tully	12345	Sanitation	...
4:00 PM	John Tully	12345	Sanitation	...
4:15 PM	John Tully	12345	Sanitation	...
4:30 PM	John Tully	12345	Sanitation	...
4:45 PM	John Tully	12345	Sanitation	...
5:00 PM	John Tully	12345	Sanitation	...

Department of Streets & Sanitation



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Commissioner
Streets & Sanitation

The software creates a PDF

It names the pdf from the information on the cover sheet. This pdf contains all of the scanned truck sheets that were sent with that cover sheet.

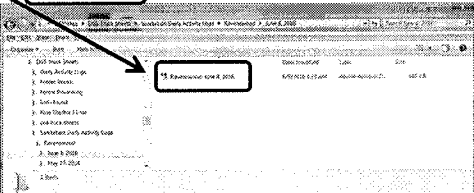
S:\CITYHALL\DSS Truck Sheets\Sanitation Daily Logs\RAVENSWOOD\June 8, 2016

XXX COVER PAGE FOR THE DEPARTMENT OF STREETS AND SANITATION XXX


REFUSE COLLECTION DAILY LOG

Ravenswood

June 8, 2016



Department of Streets & Sanitation



City of Chicago
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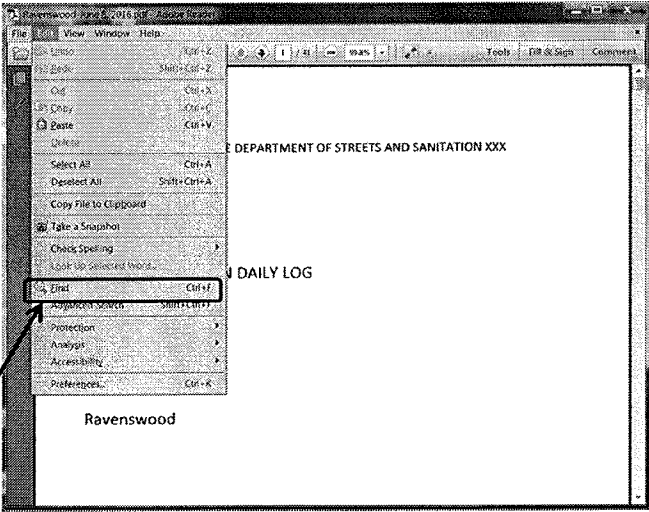
Specific information can be found by searching the document

Open the document by using Adobe Reader and clicking on "edit" and select "find"


DEPARTMENT OF STREETS AND SANITATION XXX

DAILY LOG

Ravenswood



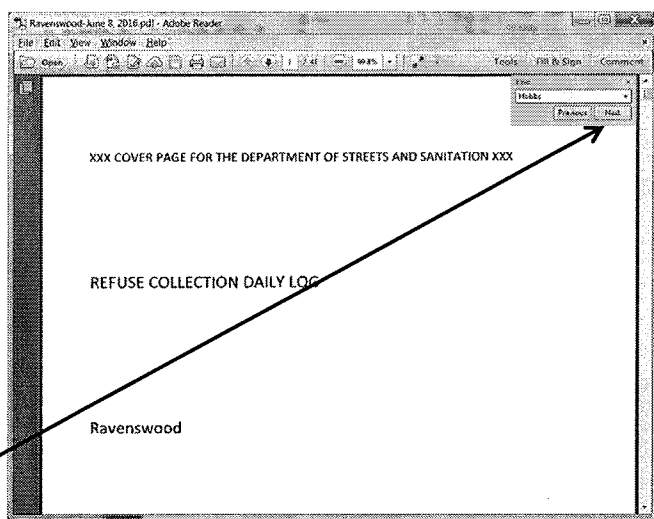
Department of Streets & Sanitation




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In this example, we are looking for the MTD "Hobbs"

Enter in the name "Hobbs" and click "Next"

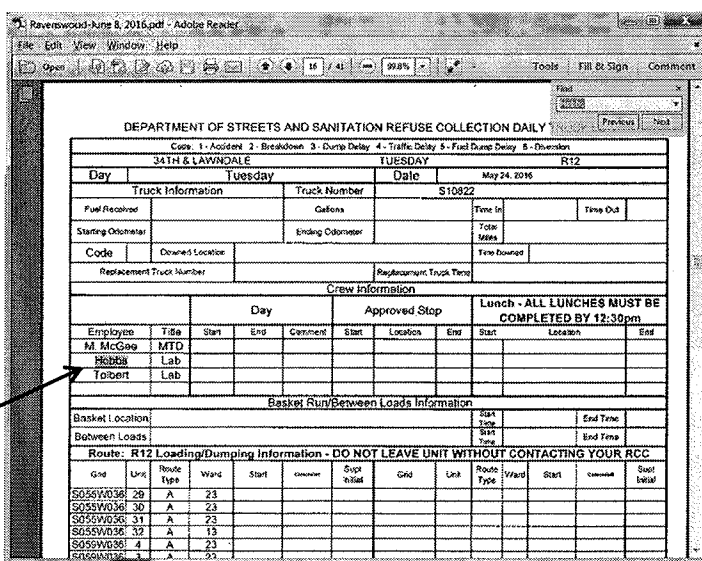


Department of Streets & Sanitation




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It will find the first truck sheet in the pdf with the name "Hobbs"



DEPARTMENT OF STREETS AND SANITATION REFUSE COLLECTION DAILY											
Case: 1-Accident 2-Breakdown 3-Dump Delay 4-Traffic Delay 5-Fuel Dump Delay 6-Diversion											
34TH & LAWNDALE				TUESDAY				RT2			
Day		Tuesday		Date		May 24, 2016					
Truck Information				Truck Number				S10822			
Fuel Received		Gallons		Time In		Time Out					
Starting Odometer		Ending Odometer		Total Miles							
Code		Downed Location		Time Downed							
Replacement Truck Number				Replacement Truck Type							
Crew Information											
		Day		Approved Stop		Lunch - ALL LUNCHES MUST BE COMPLETED BY 12:30pm					
Employee	Title	Start	End	Comment	Start	Location	End	Start	Location	End	End
M. McGee	MTD										
Hobbs	Lab										
Teichert	Lab										
Basket Run/Between Loads Information											
Basket Location				S&S		S&S		End Time			
Between Loads				S&S		S&S		End Time			
Route: R12 Loading/Dumping Information - DO NOT LEAVE UNIT WITHOUT CONTACTING YOUR RCC											
Code	Unit	Route Type	Ward	Start	Comment	Dist. (Miles)	Grid	Unit	Route Type	Ward	Start
S055W036	28	A	23								
S055W036	30	A	23								
S055W036	31	A	23								
S055W036	32	A	13								
S055W036	4	A	23								
REC0K316	1	A	23								

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Rules:


Truck Sheets need to be first generation when scanned. Copies should not be used.

All truck sheets must be scanned at the same time in the same stack with the cover page on top.

There should not be any writing (or crossing out) of the truck number and the MTD's name (Edits should be made in Excel then printed and used)

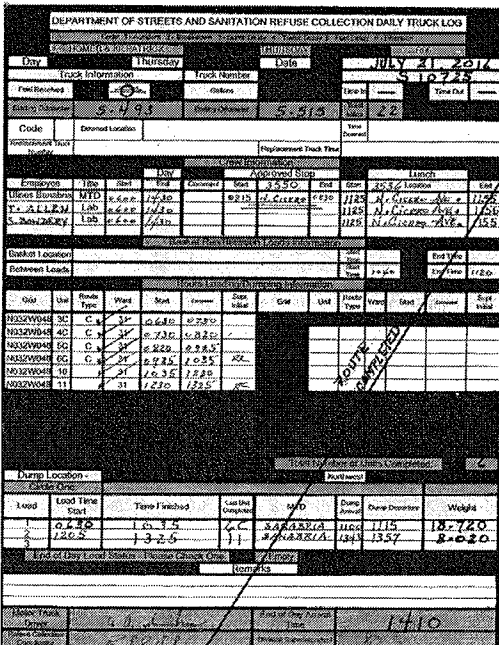
In Excel the cover sheet cannot be contracted or formatted in any way (The empty space is needed for the software to read the data)

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This is not acceptable:



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What needs to be included:

Each Package should include the following items:

- 1). Cover sheet
- 2). Master rundown
- 3). All Truck sheets
- 4). Mechanical Sweeping Report
- 5). RCC Daily Activity Report
- 6). Recycling Truck Sheets

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XXX COVER PAGE FOR THE DEPARTMENT OF STREETS AND SANITATION XXX

REFUSE COLLECTION DAILY LOG


Example: Cover Sheet →

Lawndale

July 11, 2016

Sanatation

Department of Streets & Sanitation




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Northwest Grid Thursday Daily Rundown
Thursday, July 21, 2016

Example: Master rundown sheet →

PC	Route #	Ward	Truck #	MTD	Laboree	Laboree
Branch	Route 1	26	10105	James Harmon	Cravry	D. Thompson
	Route 2	26	10380	Allen Moran	Shaw	Florman
	Route 3	26	10569	Richard Hodges	J. Burt	Rowles
	Route 4	27	10319	Robert Fiedler	Ar-Casson	Wimbush
	Route 5	26	10128	A.C. Norman	J. Young	L. Jones
	Route 6	26/37	10159	Ulrich Phillips	Osage	L. Williams
Branch	Route 7	28	10215	William Williams	Valentine	J. AAN
	Route 8	28/37	10387	Tommy Westcott	Covington	L. Thompson
	Route 9	28	10838	Marion Ratts	Myers	Brookner
	Route 10	28	10158	Raymond Christian	L. Robinson	M. G. Weller
	Route 11	28	10390	Jay Gilmer	Adams	McCoy
	Route 12	28	10362	Uzo Bailey	J. Green	J. AAN
Branch	Route 13	27/37	10281	Merrell Pickens	Alfegre	Collins
	Route 14	27	10840	Duane Edwards	St. Warren	D. Warren
	Route 15	26	10787	Mark Langrove	A. Williams	Snow
	Route 16	28	10342	Irvin Johnson	Edy	J. AAN
	Route 17	27	10250	Kristen Squalls	Larocco	J. AAN
	Route 18	27	10888	Juliette Frisus	A. Moore	S. Moore
Branch	Route 19	27/37	10187	Chris Young	Bess	P. Brown
	Route 20	26	10359	James Johnson	Rice	B. Brooks
	Route 21	26/37	10227	Magalis Mercado	J. Brown	Harris
	Route 22	26/37	10212	Larry Brown	C. Smith	Carmela Smith
	Route 23	26	10932	Myraeger Stovall	J. Brooks	Hendrick
	Route 24	26	10442	Eric Hurt	King	J. AAN
Ford	Route 25	37	10361	Devin Holloway	D. Clark	J. AAN
	Route 26	37	10409	Keoneth Sawyer	Cauldwell	Revelt
	Route 27	37/37	10328	Jack Thomas	Stephens	Street
	Route 28	37	10447	Lavel Trest	Bluff	Boyd
	Route 29	37	10887	Willy Temple	Thomas	Barnard
	Route 30	37	10741	Maricela Blake	M. Scott	J. AAN
Basket	Route 31	27/37	10276	Timothy Holmes	Henson	J. AAN
	Route 32	37	10155	Donald Strong	V. Robinson	Carter
	Basket 1		10228	Dr. Thurman	W. Moore	
Basket 2		10242	A. Cooper	F. Hightston		

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DEPARTMENT OF STREETS AND SANITATION REFUSE COLLECTION DAILY LOG

52nd & Oakley MONDAY R01

Day: **MONDAY** Date: _____

Truck # _____

Truck Information: Truck # _____, Empty Weight _____, Total Weight _____, Time Out _____

Neighborhood Truck Number: _____

Replacement Truck Time: _____

Crew Information:

Employee	Title	Start	End	Start	End	Start	End	Start	End
	MTD								

Between Run & Between Loads - Minimum Stop:

Stop	Time	Start	End	Start	End

Between Loads:

Unit	Unit Type	Size	Comp	Sec	Unit	Unit Type	Size	Comp	Sec	Unit	Unit Type	Size	Comp	Sec	Unit	Unit Type	Size	Comp	Sec	

Total Number of Units Completed: _____

Dump Location - Curb On: _____, Curb Off: _____, Street: _____, City: _____

Load: Load Type _____, Time Firstload _____, Sec _____, MTD _____, Refuse Deposed _____, Weight _____


End of Day Load Status - Please Check One: _____

Remarks: _____

Master Truck Driver: _____, End of Day Arrival Time: _____

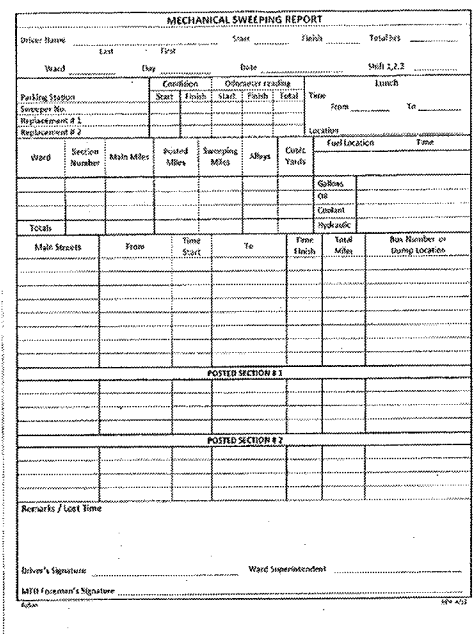
Collector: _____, Master Supervisor: _____

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Example: Mechanical Sweeping Report →

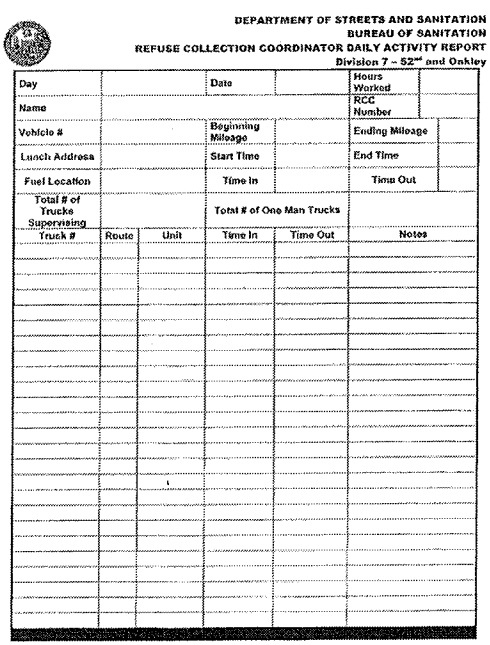


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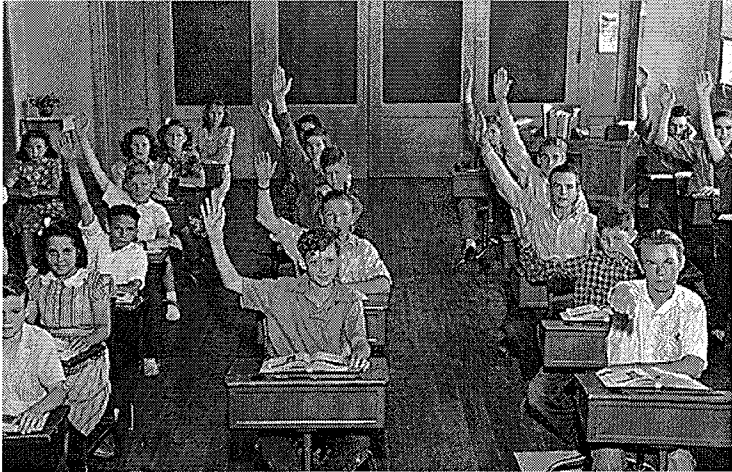
Example: RCC Daily Activity Report →



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Any Questions?

17

Snow Operations Training 2019

Division Superintendent and
Assistant Division Superintendent

Preseason Preparation

- Prior to the start of the winter operations season, verify that snow dump locations and vital service areas have not changed since last season. Any changes should immediately be reported to Greg Dewese of the Bureau of Street Operations.
- Street Operations will distribute driver information to Division offices. The Divisions are to assign drivers to snow routes & corresponding lots.

Preseason Preparation

- Snow teams are to be maintained and continuously updated by the Division Office in the on-line "Shared Drive" file system.
- The Bureau of Sanitation will distribute snow lot clerk information to the division offices. The Divisions are to assign clerks to their snow lots.

3

Preseason Preparation

- **Division should be confirming all contact numbers before snow season starts.**
- Distribute route maps and truck sheets to each of the drivers on your snow teams. Make sure that snow lots have a supply of maps as well.

4

When A Snow Program is Activated

- Make sure that Division Office and snow lots within your division are staffed and fully operational.
- Verify that every route is manned and accounted for.
- Verify that foremen and other field supervisors have reported for duty.
- All rundown sheets **MUST** be sent to Snow Command 1 hr after the start of the program.

5

When A Snow Program is Activated

- Confirm that all foremen and supervisors have an accurate rundown of drivers and their assignments.
- In coordination with foremen and other street supervisors, continually monitor and evaluate pavement conditions on the main route system and vital service areas and communicate results to Snow Command. Redeploy manpower and equipment as circumstances require in consultation with Snow Command.

6

When A Snow Program is Activated

- *When Snow Command decides to redeploy the snow team onto our residential route system, Division Offices must notify the Ward Superintendents to report to their wards and prepare for inside plowing/spreading.*
- Reassign foremen & street supervisors to inside spreading assignments.
- Update Snow Command on an hourly basis as to the operational progress of inside spreading.

7

When a Snow Program is Activated

- As the residential sections become 100% completed in wards, Division Offices should redeploy assets to other wards that are not yet completed.
- Division Sups/Ass't Division Sups must remind Ward Sups to send email to their respective Alderman, Commissioner, First Deputy Commissioner, Managing Deputy Commissioner, Deputy Commissioner Street Operations, Deputy Commissioner of Sanitation, Division Superintendent and Ass't Division Superintendent

8

Upon Completion of the Program

- Substantiate that a "Spreading and Snow Removal Daily Report" (Premise Sheet) has been accurately completed and properly signed for every driver. These should be kept on file at the Division Office should Snow Command, the Payroll Division, or another agency need to review them.

9

NOTES

- In the case of a Phase IV or Phase V snow event, the Division Offices will coordinate the distribution, management, and collection of the "HDX" sheets that are used by private equipment providers, as well as assist Snow Command with the deployment and management of private manpower & equipment.

10

SNOW OPERATIONS

Ward Superintendents 2019

What Happens Before You Come In To Work?

- A Phase I, Phase II, or Phase III snow program is in effect
- Trucks are covering 1, 2, or more routes
- Routes should be just about completed
- Weather conditions should be improving

What Can You Expect?

- You will receive a call from Snow Command instructing you to report to your Ward for inside snow operations.
- Be prepared to be in your Ward at least 30 minutes prior to the beginning of inside snow operations.
- Report directly to your Ward and meet drivers on their routes.
- DO NOT report to the Ward office to meet with your drivers.

{ 3 }

What Does This Mean To You?

- You will be held accountable for the removal of snow and ice on all of the side streets and vital locations in your Ward.
- A vital location would be defined as: all bridges and overpasses, police stations, fire houses, hospitals, schools, senior centers, places of worship, day care centers, and any handicap parking spaces on City streets.

{ 4 }

What Should You Do?

- Once you are within your assigned Ward boundaries, you should call the District on the air and report that you are 10-8 with your location and present weather and road conditions. Then check all of the main routes that run through your Ward to make sure they are complete.
- A route is not considered complete until it is safe and passable.
- You should also keep an eye on developing weather and road conditions in case changes occur.
- **Ensure that you have all the necessary copies of the snow routes.**

5

What Should You Do?

- Your Ward will be assigned a certain number of snow removal vehicles.
- Keep in mind that some inside streets are designated as 4x4 routes.
 - These streets are too narrow for a salt spreader to safely navigate and therefore a smaller vehicle is used to clean these streets.
 - 4x4 Routes are under a separate command and specials for these vehicles should be coordinated through your District office.
- When your designated vehicles arrive in your Ward, make sure the drivers know your radio call number and make a list of which trucks are in sections. Also make sure that you get cell phone numbers in the event you need to speak with them for an extended length of time so you don't tie up the radio air time.

6

What Should You Do?

- After you meet with the drivers on the routes, patrol your Ward.
- While patrolling the sections of your Ward you should check each truck to ensure that proper setting for conditions and that the spinner is putting down a light to medium spread that is no wider than the width of the truck. Salt should NOT be thrown under vehicles parked at the curb.
- After approximately one hour, you should poll your drivers over the radio and request a percentage of the completed section. Then prepare to reallocate your trucks as needed to complete the Ward until you can report that you are 100%.
- If a driver has a problem with their vehicle or a vehicle is involved in an accident, you may need to move your trucks around to different sections after they finish their first assignment.

{ 7 }

What Should You Do?

- If a driver is having a problem with citizens or private snow removal companies violating the City ordinance pertaining to pushing snow back onto the public roadway, you will have to go to the site and resolve the situation.
 - If necessary, a ticket may be issued.
- You are always expected to communicate in a professional and courteous manner with the public and other City Departments.
- After all of the inside sections of the Ward are 100%, you should contact the Division to see if another Ward needs assistance before you have the drivers return to their parking lot and turn in and sign all paperwork.
- Send email to their respective Alderman, Commissioner, First Deputy Commissioner, Managing Deputy Commissioner, Deputy Commissioner Street Operations, Deputy Commissioner of Sanitation, Division Superintendent and Ass't Division Superintendent

{ 8 }

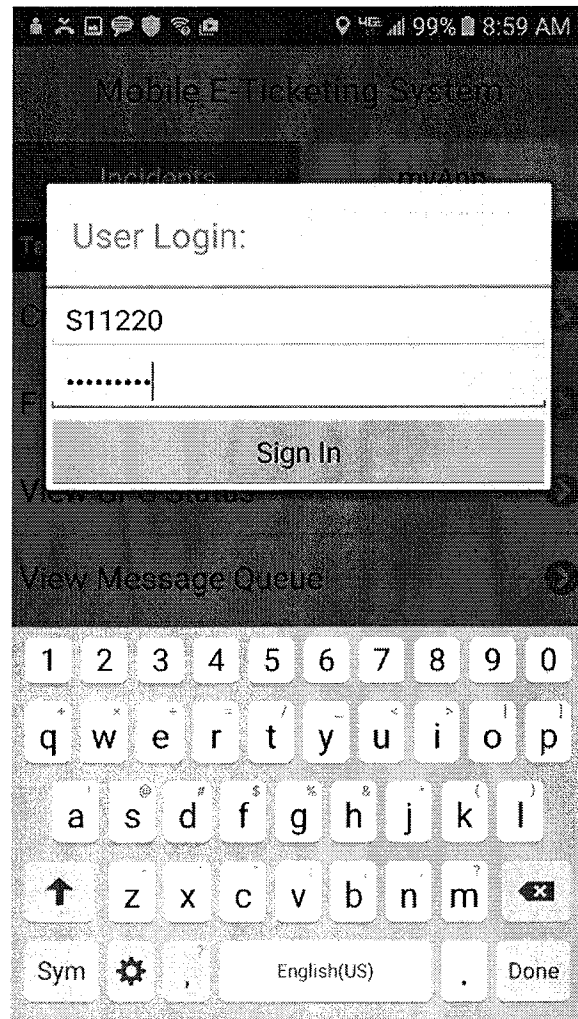
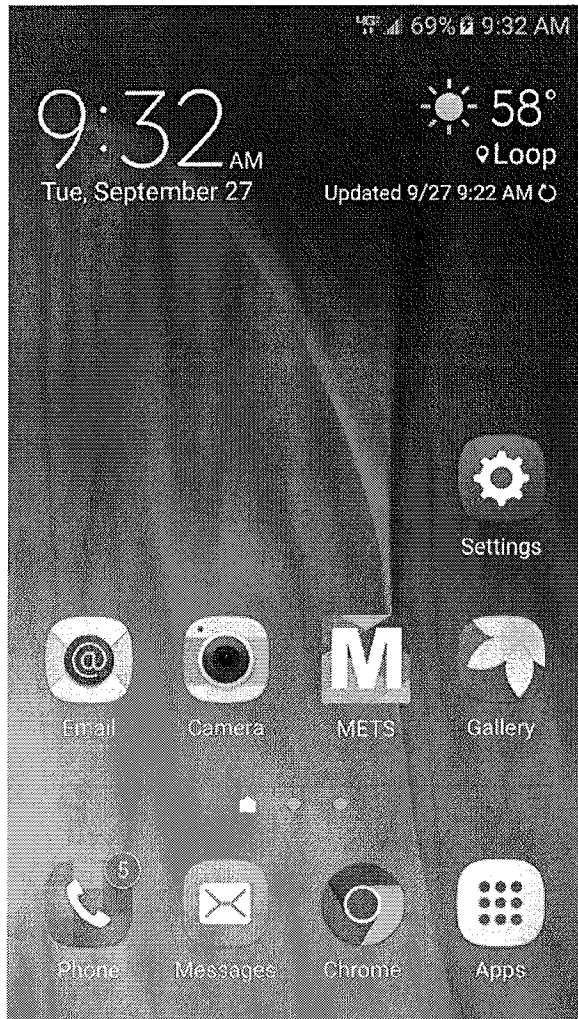
What You Should Know

- You should know what parking lots, salt stations, fuel sites and 2FM – Fleet repair sites are open during each phase of the operation.
- You should know the phone numbers of the parking lots where your drivers pull out of.
- You should have an understanding of common equipment problems so you can determine if a broken down truck needs to be replaced by driving it in to the parking lot or if the driver should stand down to avoid further damage to the vehicle.
 - These are the duties of the MTD Foremen, Snow Supervisors, and Leadmen, however a basic understanding of these procedures will assist you during winter operations.
 - You should be familiar with the minor repairs a Leadman is able to make in the lot for the reasons above.

METS

Mobile Electronic Ticketing System

Chicago Department of Streets and Sanitation



Introduction

The Mobile Electronic Ticketing System (METS) has been upgraded to now run on the Android platform. This document will instruct the end user in the functionality of the new mobile application in an easy step by step methodology. Additionally we will highlight basic rules for the user to follow so they keep the application and the quality of the tickets they write to the highest level of professionalism.

Address Picker

Even though many improvements have been added to the new METS application functionality we will focus on the new Address Picker here. This is due to that this interface requires the end user to follow particular workflows so they and the Department of Law can gain the optimal efficiency from this new interface.

The new interface (Address Picker) allows the ticket writer to modify the GPS returned address in the mobile application when they are positive they can identify the address correctly.

In the prior ticket application a GPS returned address was based on the ticket writers GPS location and was attached (hard coded) to the ticket. This GPS generated address was either correct or incorrect and often a high percentage of the time the address returned was incorrect. This high error rate required the ticket writer to manually record the address and or location information (The Correct Address is 1343 S. Ashland) or (The empty lot just south of 1345 S. Ashland) in the Notes to Law field. Law Clerks would either transpose the correct address overwriting the incorrect GPS address or try to identify the address by using a blend of a clues. The Law Clerk would use maps, location identifiers (Notes to Law) and the pictures of the violation to identify the correct address when the user could not.

The new Address Picker allows for the Ticket writer to identify the property/business in violation which then overwrites the GPS returned address eliminating the need for the Law Clerk to do this task. This improvement allows the clerk to then focus on the tickets where the writer cannot identify the address correctly.

Quick Guide to Basic Rules

Hardware

1. Never connect your device to any WiFi signal. This will disrupt the functionality of the applications on the phone.
2. Never shut off the phone, you are allowed to restart the phone if needed.
3. Always keep the WiFi turned on. Improvements to the METS application include being able to use WiFi signal strength to improve the quality of the address returned by the mobile application when an incident is written.

NOTE: If your phone is using the built in Hot-Spot, the WiFi will be shut off when you have the Hot Spot turned on. You must turn off the Hot-Spot and then turn the WiFi back on for the METS application to function correctly.

4. Never change the settings on the built in camera. Administrators have set the camera to the optimal settings for the METS application. The lowest image size has been chosen and the required ratio (16:9) has been set.
5. Never change the GPS settings on the phone.

Ticket Writing

Picture Taking (turn the phone on its side)

No Pictures are to be taken in Portrait only **Landscape** is approved.

Notes to Law Field

The Notes to Law Field is to **ONLY** be populated with location information. Example,
The empty lot just south of 1345 S. Ashland or GPSok

Note: if you have a dumpster which does not have the required names on it, you can enter the company name in the Notes to Law field also.

Using the Address Picker Correctly

More detailed explanation of this workflow on pages 23-29 of this document.

You don't know the address

- In the Notes to Law field enter location information only. Example, The vacant lot just south of 1345 S. Ashland.
 - Then click Upload Incident.
 - Then click Accept
 - Then click YES to complete the ticket.

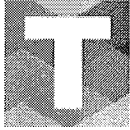
You know the address yet GPS is not correct.

- Put nothing in the Notes to Law Field
- Then click Upload Incident
- Then click Change
- Change the Address
- Click Submit when completed
- Make sure Ward, Section and Beat are populated
- If they are populated, then click Accept
- Then click YES to complete the ticket

GPS matches the address you want to issue the ticket to.

- In the notes to Law field enter GPSok
- Then click Upload Incident
- Then click Accept
- Then click YES to complete the ticket

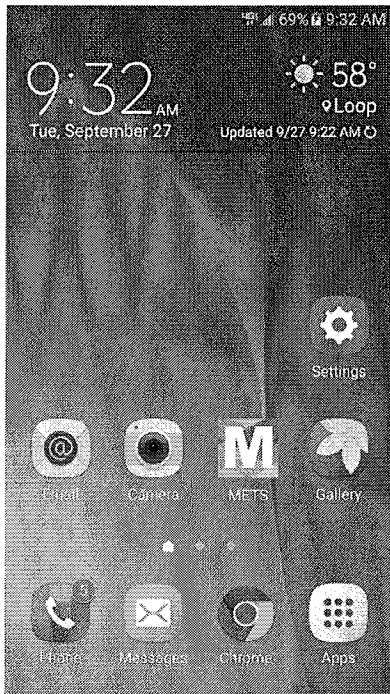
The METS application has two Builds.



METS Test, is used to allow new users to write ten test tickets which should demonstrate a high level of understanding the ticket writing methodology defined by the Law Department and proficiency in the use of the METS application.

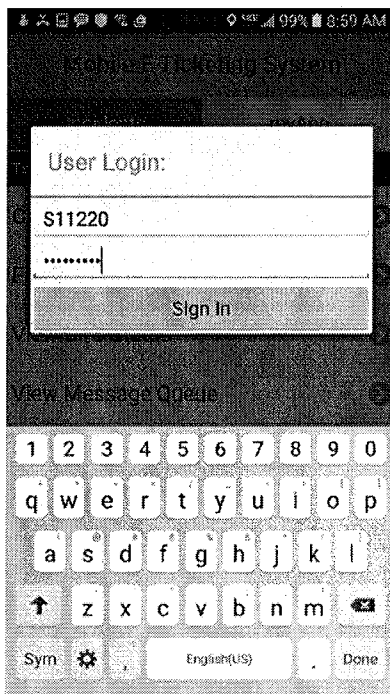
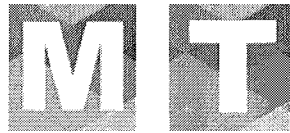


METS Production, once a user has been reviewed by Law with a passing grade. The user is then promoted to the Production version of METS. This version will be installed on the users phone remotely. This application issues real ticket which are then process by the Department of Law and Administrative Hearings.



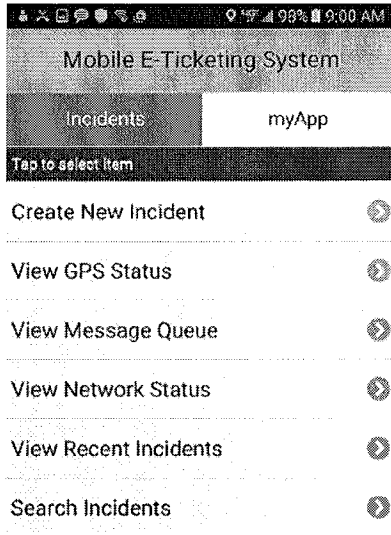
METS

Click on the M or T which is on your Android phone. The METS ticketing application will then open the application sign-in page.



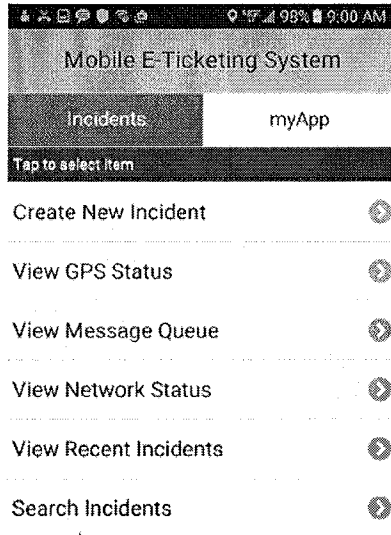
User Login

Enter your username and password provided by the METS administrator.



Create New Incident

Select Create a New Incident.



Mobile Ticketing

Create New Incident: Once selected this begins the process of issuing a ticket.

View GPS Status: Once selected allows the user to see if the GPS software and hardware are working as designed. Note GPS returned address's are often incorrect. You can still move forward with issuing a ticket, the new Address Picker allows you to correct the address. See page for more information.

View Message Queue: Once selected you will be able to see if you have any ticket which have yet to upload. The METS application was designed to keep uploading your issued tickets even after you log-out of METS.

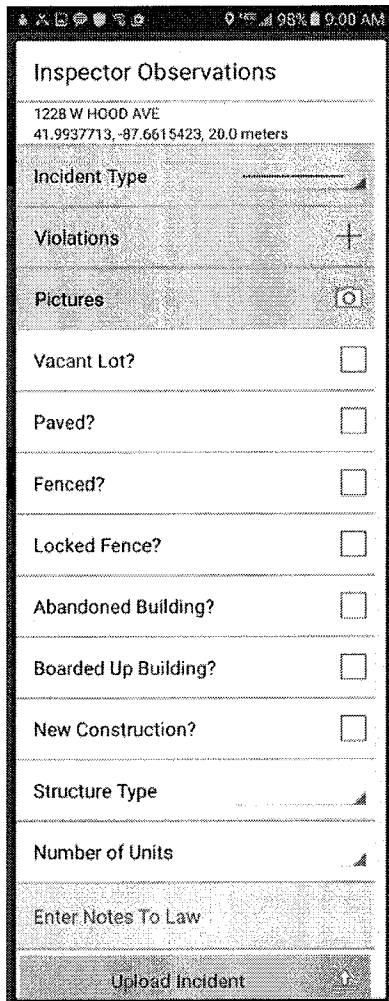
View Network Status: Once selected you will be the status of your network connection. This interface is just informational by design.

View Recent Incidents: Once selected you will be able to see and open all tickets issued by DSS staff city-wide. Note: All ticket are readonly.

Search Incidents: Once selected you will be able to add filters to search for issued incidents. You can combine filters or use them individually. You can search by:

- Single or a range of dates.
- Single or range of addresses.
- User
- GeoTags, example Ward40.

Here is a sample of using filters, a DSS user might want to search for issued incidents in the ward they are in. You can run a search by Ward and todays date and see all incident issued today. This will allow the you not to double ticket a property.



METS Interface

GPS Returned Address

Incident Type: Lot Cleaning, Weed Cutting or Other

Violations: You can a single or multiple violation types. You can add additional notes for the Hearing Officer, Lawyer and Respondent to review about the ticket.

Pictures: You can visually document the violation with picture that support your reasoning behind issuing the incident. Note: minimum three pictures are required to process the incident. Maximum seven pictures are allowed.

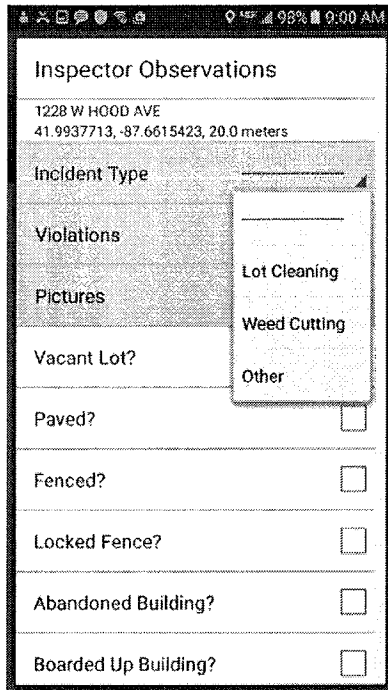
Check the flowing appropriate property identifiers.

- Vacant Lot
- Paved
- Fenced
- Locker Fence
- Abandoned Building
- Boarded Up Building
- New Construction
- Structure Type: Choose from the dropdown menu
- Number of Units: Choose from the dropdown menu

Enter Notes to Law Field

You know the correct address (1343 S. Ashland). No need to enter the correct address in the Notes to Law field any longer. You can use this field to enter a business name if needed. Example Dunkin Donuts. When you click Upload Ticket, click Change, correct the GPS returned address. Click Accept and then Yes. See page 9 for more details of their process.

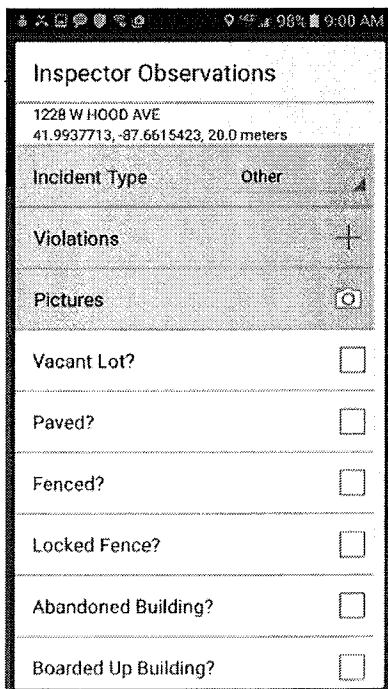
You do not know the correct address. Use the Notes to Law field to recored location identifiers (The empty lot just south of 1345 S. Ashland). When you click Upload Ticket, click Accept (Do Not Change the Address) and then Yes. See page 9 for more details.



1. Incident Type

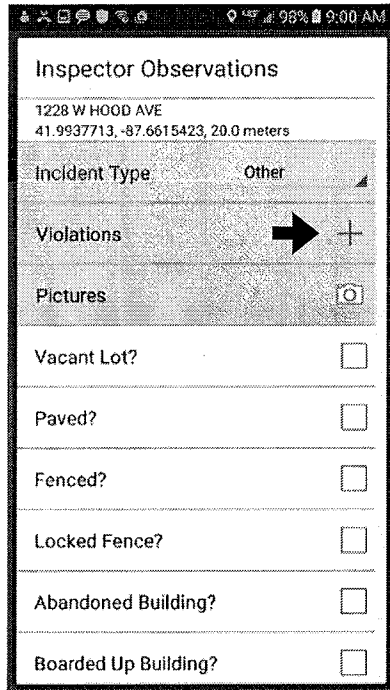
From the dropdown select one of the following:

- Lot Cleaning
- Weed Cutting
- Other



Other was Selected in this example.

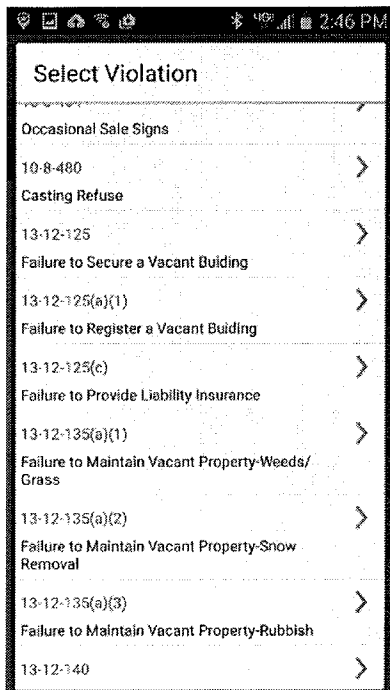
Each Incident Type loads the supporting Violations in the Violation interface.



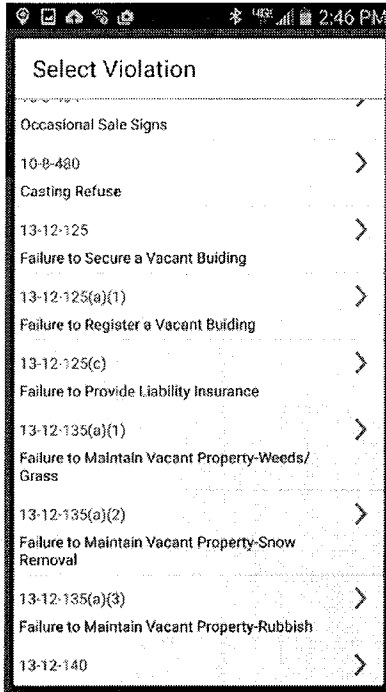
2. Add Violation/s

Select the + button next to Violations to open the Violations interface.

A window will open.



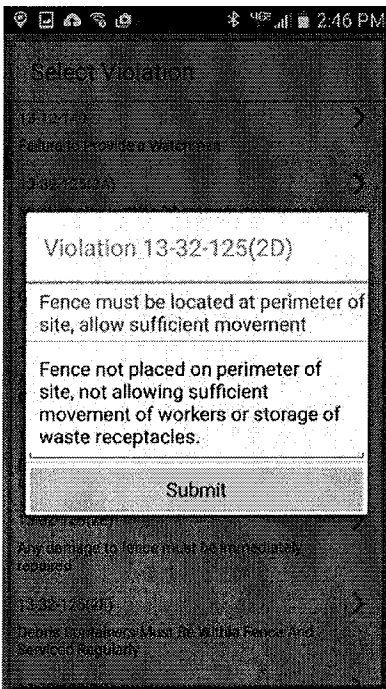
All the violation types that go with the **Incident Type** you selected are then displayed.



Select Violation/s

Select the violation you want to add to the incident.

A window will open.



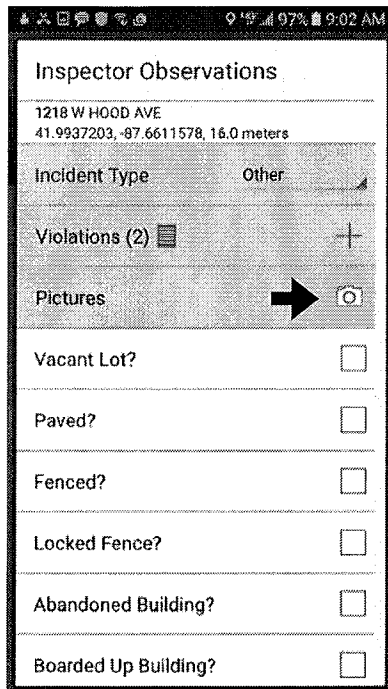
Once a violation is selected you can add additional information into the field provided.

Any information you add here will be seen by the Hearing Officer, Lawyer and Respondent. Enter case relevant information here never in the Notes to Law field.

Add additional information and then select **Submit**.

Note: You can also add more than one violation to the incident when needed.

Repeat step 2 to add more violations to the incident.



4. Add Pictures

Select the the Camera Icon  next to Pictures

Once Selected the camera application will open so you can begin to add pictures to the incident.

All Pictures must be in Landscape, NO pictures in portrait.

Note: minimum 3 pictures are required to process the incident, maximum 7 pictures are allowed.

Portrait vs Landscape

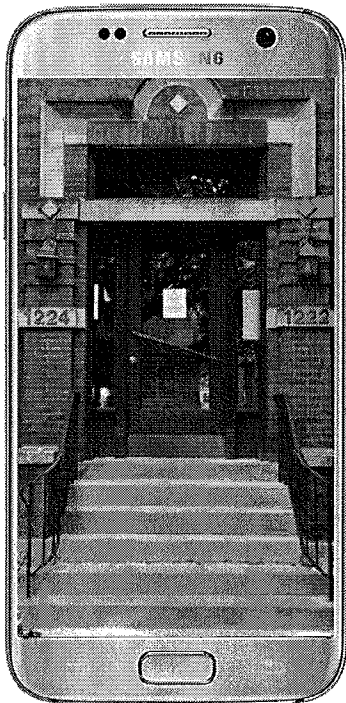
Once the camera application has opened turn the phone on its side so you can take pictures in Landscape Mode.

All Pictures must be in LANDSCAPE Mode

NO pictures in Portrait Mode

Note: minimum 3 pictures are required to process the incident, maximum 7 pictures are allowed.

Portrait Mode (BAD)



Landscape Mode (PERFECT)

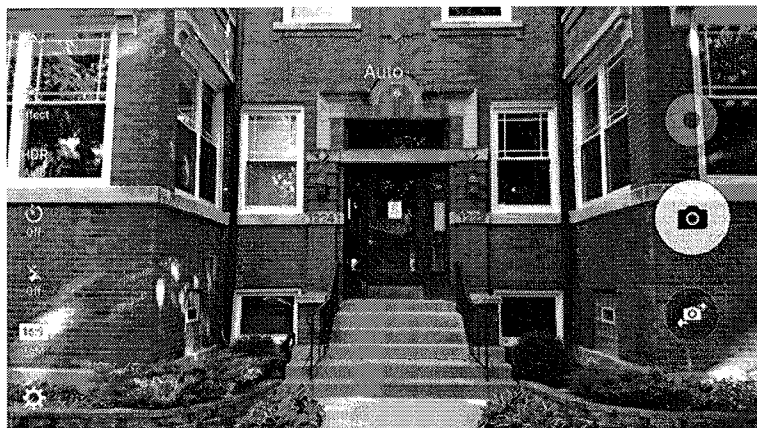


Taking the Pictures

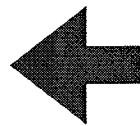
Once the camera application has opened, turn the phone on its side so you can take pictures in Landscape Mode.

All Pictures must be in LANDSCAPE Mode NO pictures in Portrait Mode

Note: minimum 3 pictures are required to process the incident, maximum 7 pictures are allowed.

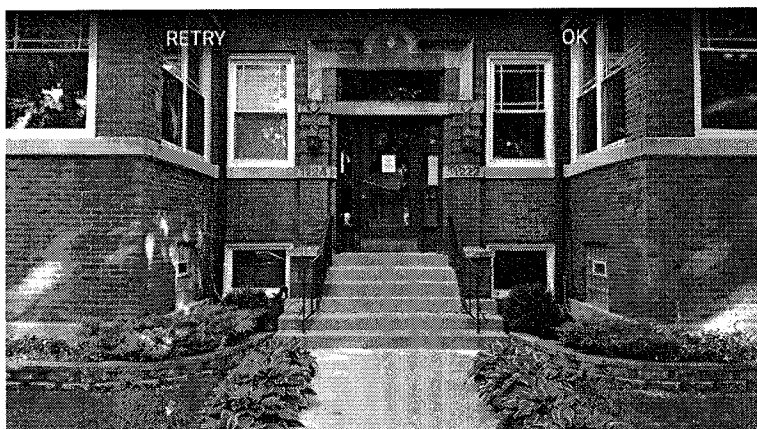


Frame your picture and then take the picture by pressing the camera button.



Reject "Retry"

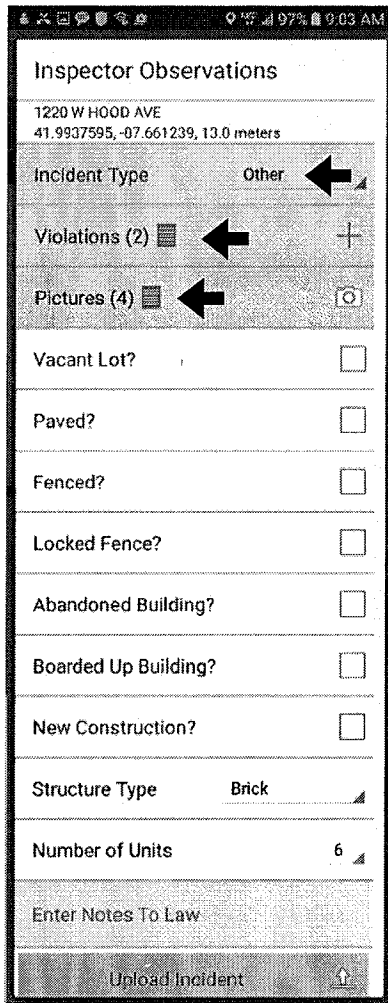
Approve "OK"



Once you take the picture you need to approve or reject it.

- Click OK to Approve
- Click Retry to Reject and try again

Take a minimum of 3 pictures to support your ticket. You can take no more than 7 pictures in total.



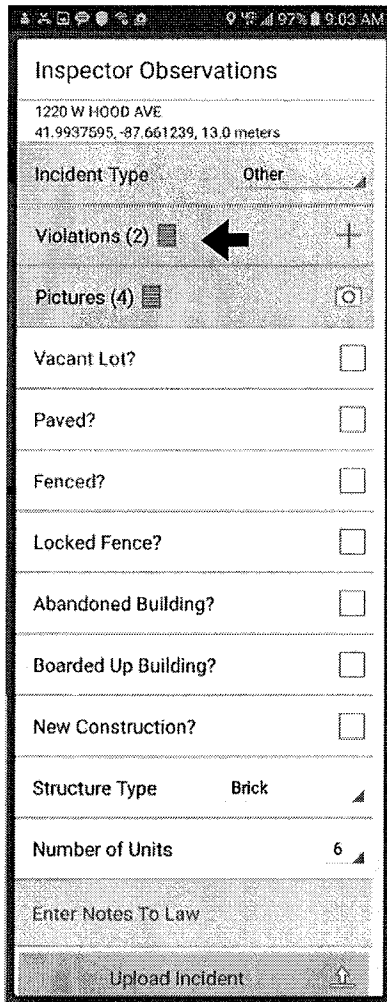
7. Review

As of right now we have accomplished the following:

Incident Type: Other

Violations: 2 have been added to the incident

Pictures: 4 have been added to the incident

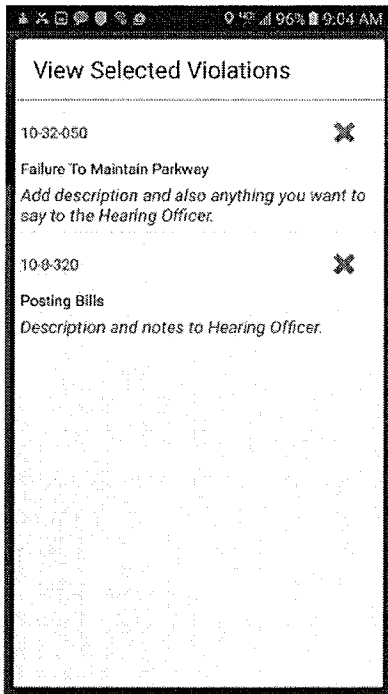


8. Review Violations

Now you can review, delete and add violations and pictures. Lets start with the violations.

Select **Violations (2)**

A window will then Open

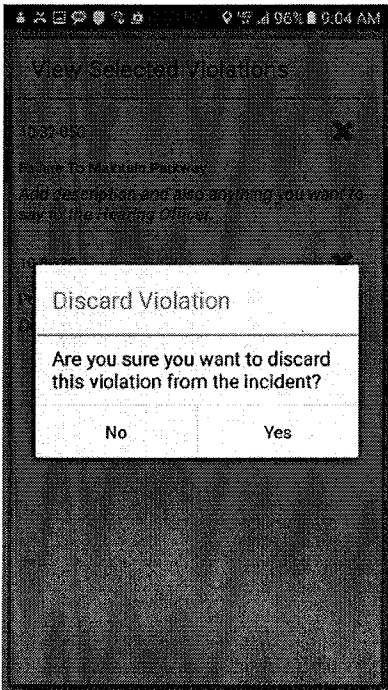


Violation Window

Here are the two Violations we added to this incident.

Select the red **X** next to the violation you want to delete.

A new window will open asking are you sure you want to discard this violation from the incident.



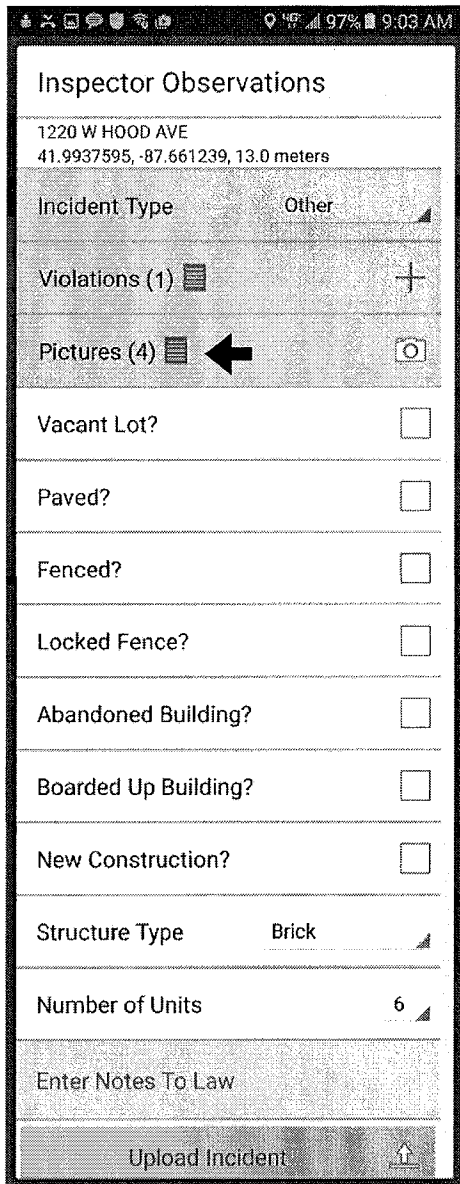
Select **No** to cancel

Select **Yes** to delete the violation

Click the Back Button to bring you back to the incident page. The back button is in the lower right-hand corner of the phone. The button will illuminate when you touch the lower corner of the phone.



The Back Button



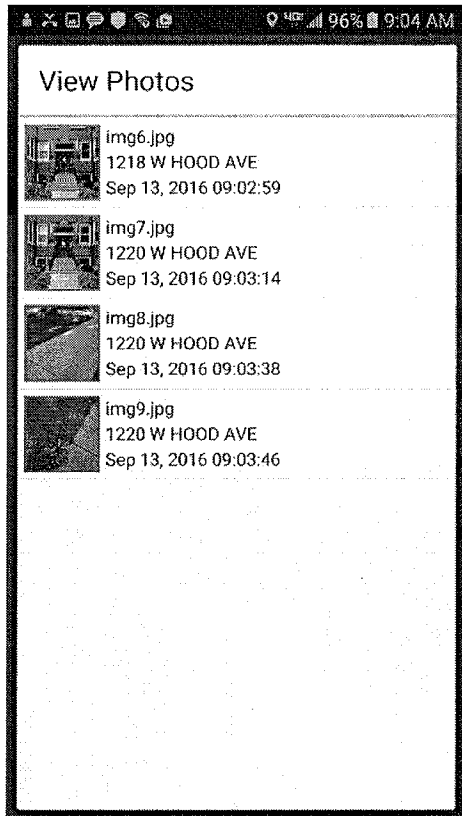
9. Review Pictures

You can now see how one of the violations have been removed and there is only one violation added to this incident.

Now lets move to Pictures. According to this screen there are 4 pictures added to this incident.

Select **Pictures (4)**

A window will then Open



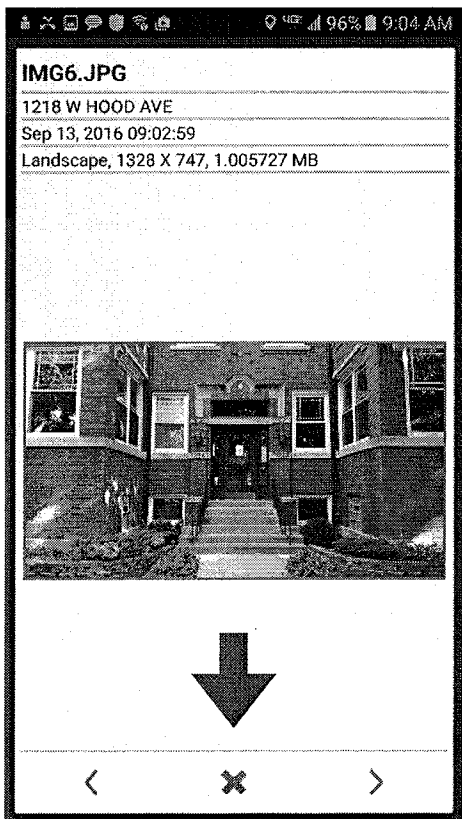
Pictures Window

You can now see the 4 pictures which have been added to the incident.

Now lets select the first picture.

Note: you can select any of the images to start with.

A window will then Open



From this window you can see the following:

The address of the picture (you can correct this later if needed)

The date and time

The size and weight of the image

The image itself

Image Window Navigation

Left and right arrows at the bottom of the screen allow you to go to the next picture. This being the first image the left arrow will not work till you select the right arrow and have something to move back too.

You also have the red **X** which allows you to delete the current picture you are viewing. Now lets select the red **X** and delete this picture.

A window will Open.



Pictures Window

A new window will open asking are you sure you want to discard this image from the incident.

Select **No** to cancel

Select **Yes** to delete the picture. You will then see the next picture inline.

Click the Back Button to bring you back to the incident page. The back button is in the lower right-hand corner of the phone. The button will illuminate when you touch the lower corner of the phone.



The Back Button

NOTE: If you only added one picture so far you will be brought back to the METS Interface page since there are no more pictures inline.

Once you are back at the METS Interface page you can begin adding pictures again if needed as described in Step 4.

Inspector Observations

1220 W HOOD AVE
41.9937595, -87.661239, 13.0 meters

Incident Type Other

Violations (1) +

Pictures (4)

Vacant Lot?

Paved?

Fenced?

Locked Fence?

Abandoned Building?

Boarded Up Building?

New Construction?

Structure Type Brick

Number of Units 6

Enter Notes To Law

Upload Incident

10. Location Info

In the Yellow field you can check any of the location descriptions that represent the place you are issuing a violation too.

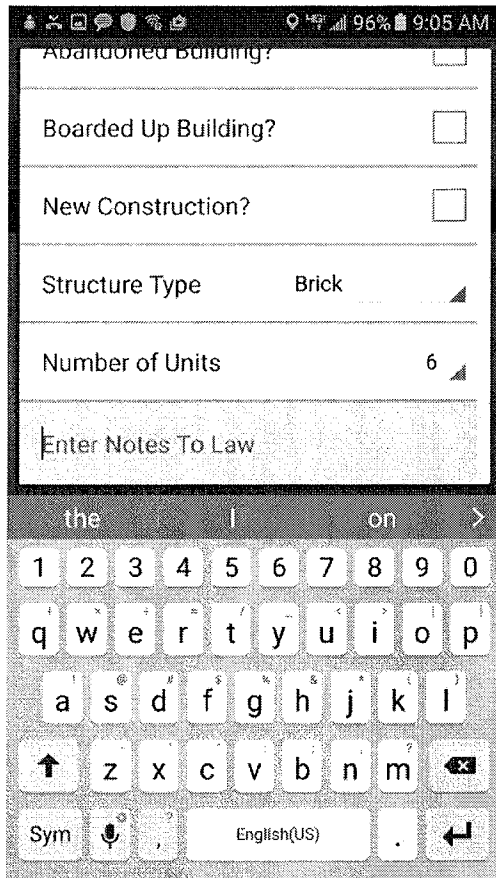
Select any of the with your finger and a Blue check will appear.

To uncheck this box just use your finger again and the check will be removed.

As with the Blackberry version of METS, Structure Type and Number of Units are just drop down menus you can select relevant information from.

In this example I chose Brick under Structure Type and under Number of Units I chose 6.





Notes to Law Field

The purpose of this field is to capture location information only.

This field is only seen by the Law Clerk.

So entering information such as, Mr Smith has refused to address the issue. Case relevant information you enter here will never be seen by the Hearing Officer, Lawyer or the person the ticket was issued to.

You CAN use this field to:

When you don't know the address, Example, The empty lot just south of 1345 S.Ashland.

Enter GPS ok when the GPS returned address is the correct address.

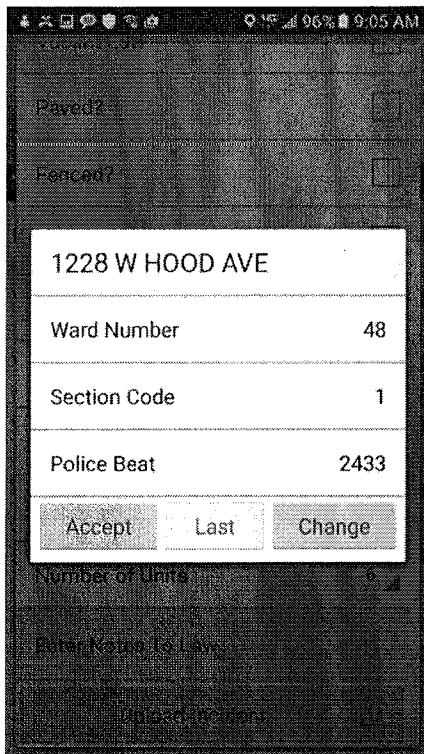
If you have a dumpster which doesn't have the required names on it, you can enter company identifiers in this field.

Note: Law Clerks do review your pictures so make sure you take pictures that tell the story. Picture of owner on the dumpster, address of the house.

11. The Address Picker

Let go through how the address picker works.

Once you click Change a new window will open.



Paved?

Fenced?

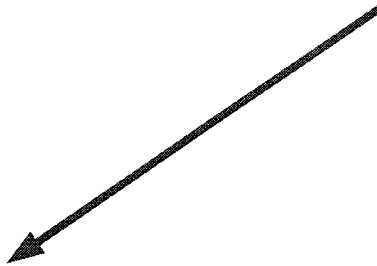
1228 W HOOD AVE

Ward Number 48

Section Code 1

Police Beat 2433

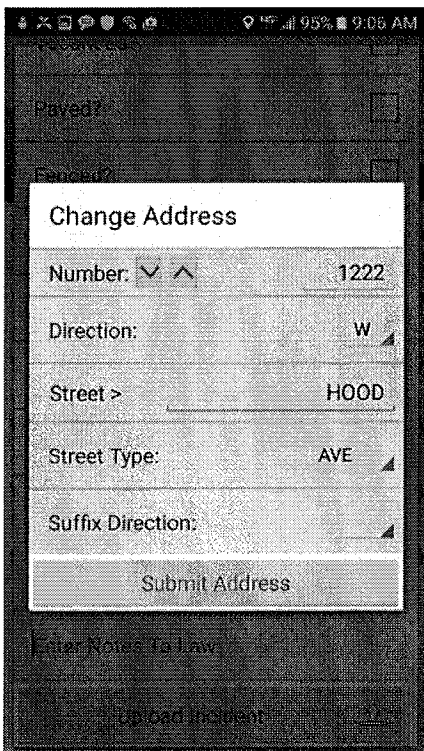
Accept Last Change



How to Change the Address Number

1. The up and down arrows will allow you change the address by updating the address by two. Example, if you click on the up arrow the address number updates to 1224. If you hit the down arrow the address number updates to 1220.

2. You can also delete the whole number and retype in the new one.



Change Address

Number: 1222

Direction: W

Street > HOOD

Street Type: AVE

Suffix Direction:

Submit Address



1 and 2

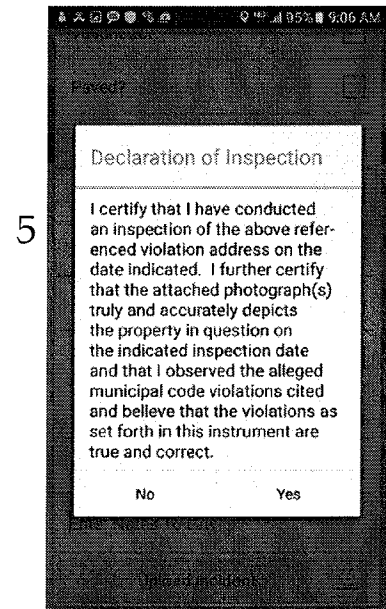
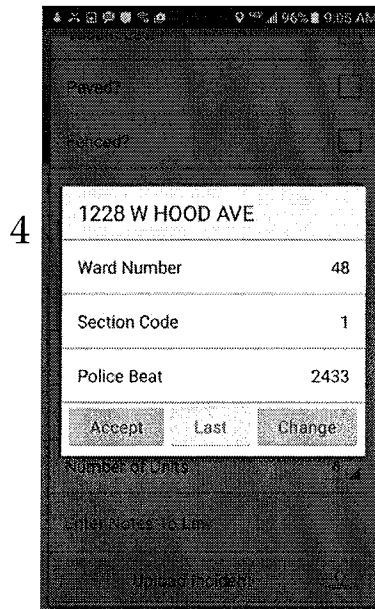
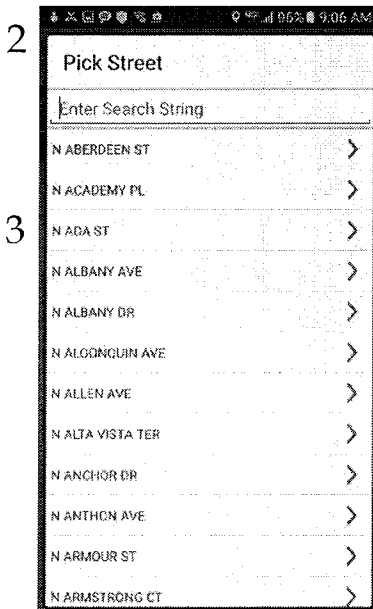
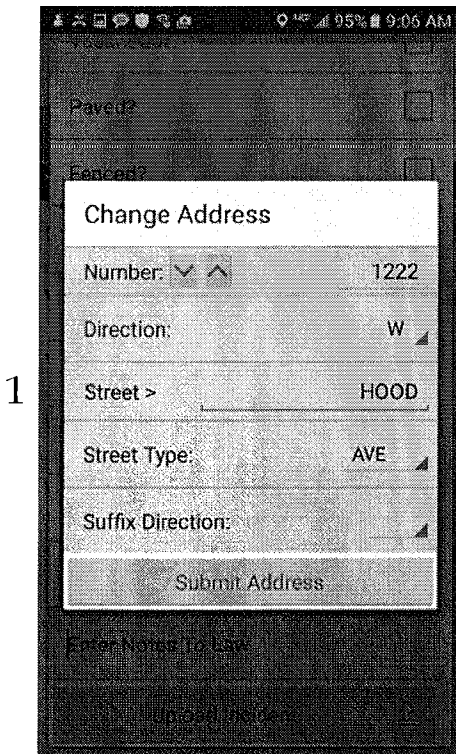
The Address Picker

Let go through how the address picker works.

To Change the Street Name

Do not delete the street and and type it in on your own. You need to use the Street identifier tool.

1. Click on the word Street and a new window will open.
2. Begin to type the correct street name. You will see the list of street names below start to display the street you are typing.
3. Select the Street name and the window will close.
4. Make sure Ward, Section and Beat are populated. If they are populated, then click Accept
5. Then click YES to complete the ticket



Inspector Observations

1220 W HOOD AVE
41.9937595, -87.661239, 13.0 meters

Incident Type Other

Violations (1)

Pictures (4)

Vacant Lot?

Paved?

Fenced?

Locked Fence?

Abandoned Building?

Boarded Up Building?

New Construction?

Structure Type Brick

Number of Units 6

Enter Notes To Law

Upload Incident

Identifying the Address

← At the top of your ticket is the address generated by the GPS in the phone.

Now you need to ask yourself THREE questions before you move forward:

1. You don't know the address
2. You know the address yet GPS is not correct
3. GPS matches the address you are at

Once you figure out which one of the three is correct you can then you can move forward and use the Notes to Law Field and the Address Picker tool correctly based on your answer.

Identifying the Address

You don't know the address:

1. In the Notes to Law field enter location information.
Example, The empty lot just south of 1345 S. Ashland.
2. Then click Upload Incident.
3. Then click Accept
4. Then click YES to complete the ticket.

Note: If you have a dumpster which doesn't have the required names on it, you can enter company identifiers in this field.

1

2

New Construction?

Structure Type Brick

Number of Units 6

The empty lot just south of 1345 S. Ashland

Upload Incident

Ashland

1 2 3 4 5 6 7 8 9 0

q w e r t y u i o p

a s d f g h j k l

↑ z x c v b n m

Sym English(US)

3

Paved?

Fenced?

1228 W HOOD AVE

Ward Number 48

Section Code 1

Police Beat 2433

Accept Last Change

Number of Units 6

Enter Notes to Law

Upload Incident

4

Paved?

Declaration of Inspection

I certify that I have conducted an inspection of the above referenced violation address on the date indicated. I further certify that the attached photograph(s) truly and accurately depicts the property in question on the indicated inspection date and that I observed the alleged municipal code violations cited and believe that the violations as set forth in this instrument are true and correct.

No Yes

Enter Notes to Law

Upload Incident

Identifying the Address

GPS Address: 1228 W Hood Ave

Correct Address: 1222 W Hood Ave

You know the address yet GPS is not correct:

1
2

New Construction?

Structure Type Brick

Number of Units 6

Enter Notes To Law

Upload Incident

1. Put nothing in the Notes to Law Field
2. Then click Upload Incident
3. Then click Change
4. Change the Address
5. Click Submit when completed
6. Make sure Ward, Section and Beat are populated
7. If they are populated, then click Accept
8. Then click YES to complete the ticket

Note: If you have a dumpster which doesn't have the required names on it, you can enter company identifiers in this field.

3

4 and 5

6 and 7

8

1228 W HOOD AVE

Ward Number 48

Section Code 1

Police Beat 2433

Accept Last Change

Change Address

Number: 1222

Direction: W

Street: HOOD

Street Type: AVE

Suffix Direction:

Submit Address

1222 W HOOD AVE

Ward Number 48

Section Code 1

Police Beat 2433

Accept Last Change

Declaration of Inspection

I certify that I have conducted an inspection of the above referenced violation address on the date indicated. I further certify that the attached photograph(s) truly and accurately depicts the property in question on the indicated inspection date and that I observed the alleged municipal code violations cited and believe that the violations as set forth in this instrument are true and correct.

No Yes

Identifying the Address

GPS matches the address you are at:

1. In the notes to Law field enter GPS ok
2. Then click Upload Incident
3. Then click Accept
4. Then click YES to complete the ticket

Note: If you have a dumpster which doesn't have the required names on it, you can enter company identifiers in this field.

1

2

New Construction?

Structure Type Brick

Number of Units 6

GPS ok

Upload Incident

Ashland

3

Paved?

Fenced?

1228 W HOOD AVE

Ward Number 48

Section Code 1

Police Beat 2433

Accept Last Change

Number of Units 6

Enter Notes To Law

Upload Incident

4

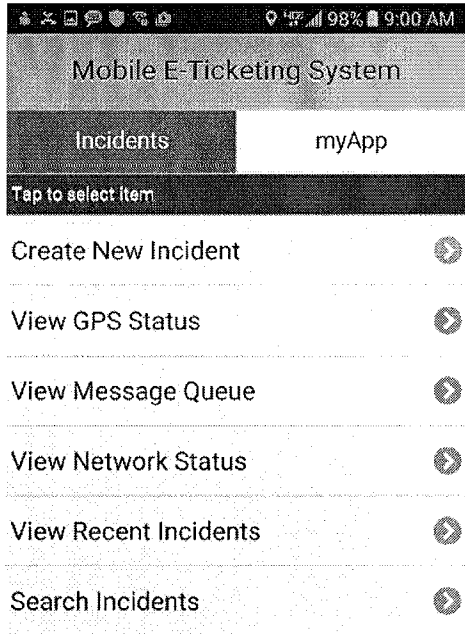
Declaration of Inspection

I certify that I have conducted an inspection of the above referenced violation address on the date indicated. I further certify that the attached photograph(s) truly and accurately depicts the property in question on the indicated inspection date and that I observed the alleged municipal code violations cited and believe that the violations as set forth in this instrument are true and correct.

No Yes

Enter Notes To Law

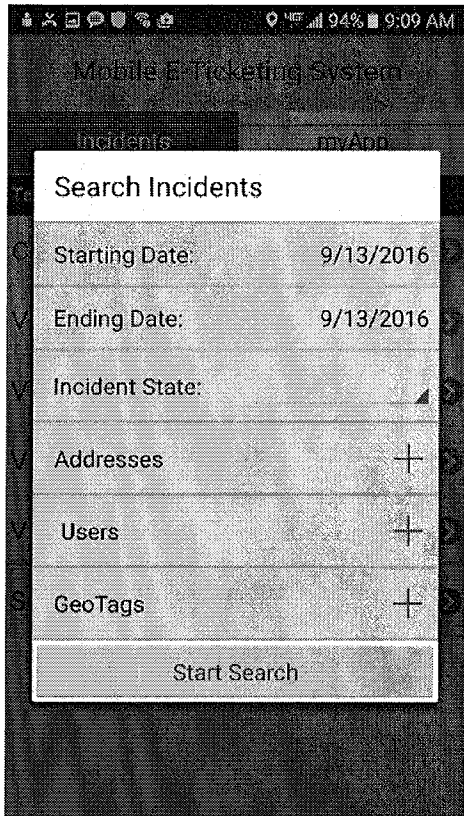
Upload Incident



12. Search Incidents

Once selected you will be able to add filters to search for issued incidents. You can combine filters or use them individually. You can search by:

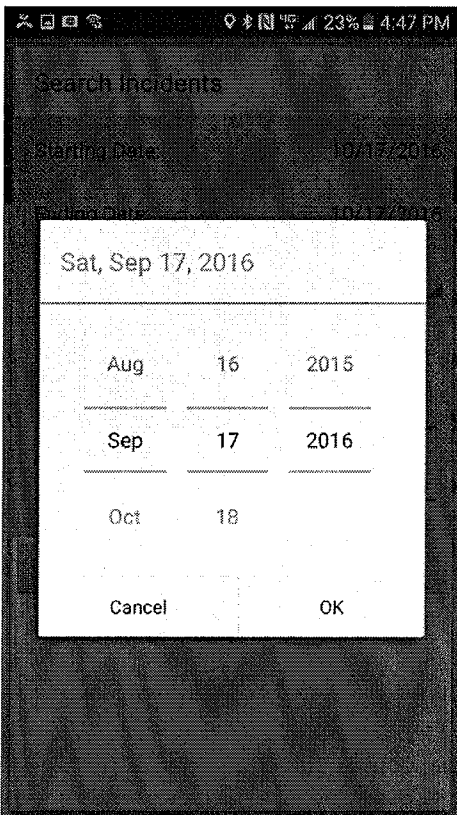
- Single or a range of dates (Start and End)
- Single addresses or range of addresses
- Single or multiple users
- GeoTags, single or multiple Wards or Police Beats



Search Incidents

For this demonstration I will:

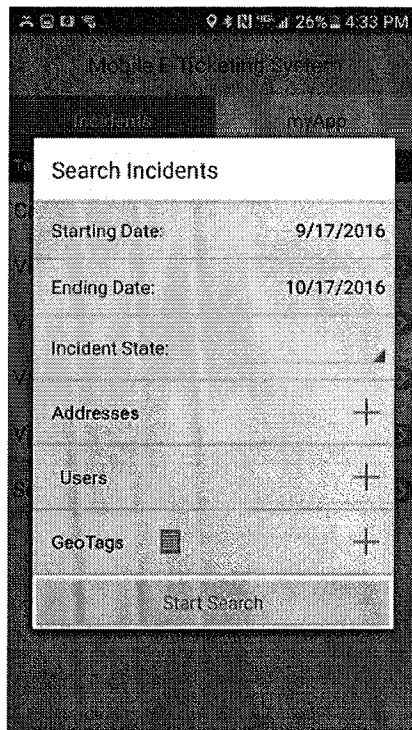
- Choose a date range
- Choose a single Ward
- See the results of my Search
- Review on of the issued tickets



Change the Date

1. I selected the Starting date 9/13/2016
2. A date change interface opened
3. I changed the date range to 9/17/2016
4. I selected OK
5. I then changed the Ending date in the same manner.
10/17/2016

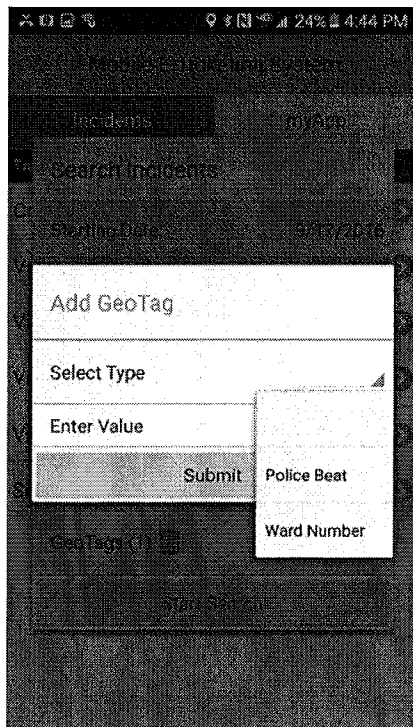
Search Incidents



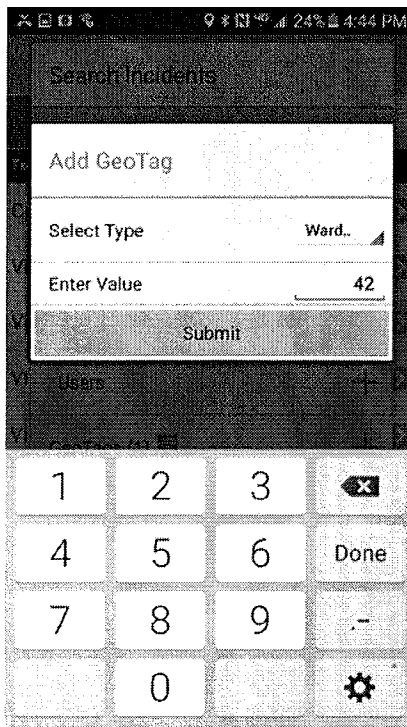
1. I clicked on the + symbol to GeoTag
2. I selected the space next to Select Type and I selected Ward from the drop-down.
3. I then entered the Ward number in the Enter Value Field.
4. I then selected Submit.
5. I then selected Start Search

I've built a search by a date range and filtered by Ward 42

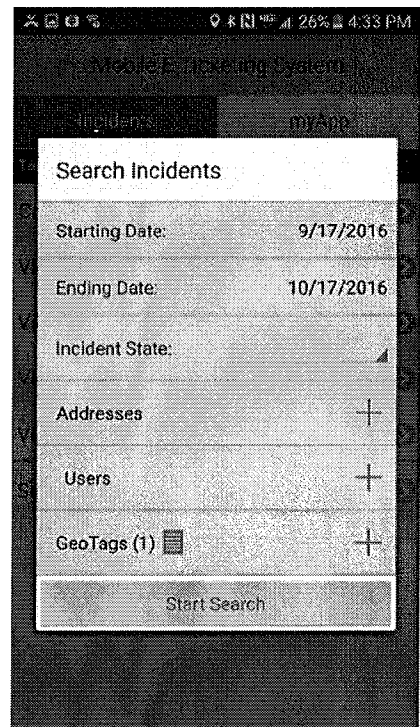
2

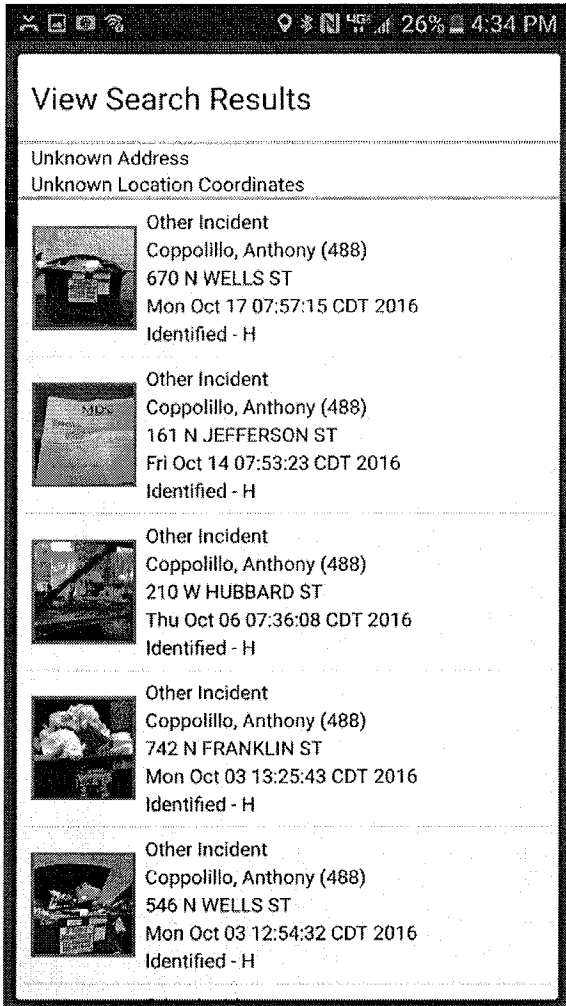


3 and 4



5





Search Results

You can now see all the ticket written with-in the date range of 9/17/2016 - 10/17/2016 and with-in Ward 42

You can see that the ticket was:

- Written by Anthony Coppolillo
- The Date and time the ticket was written
- The address of the ticket

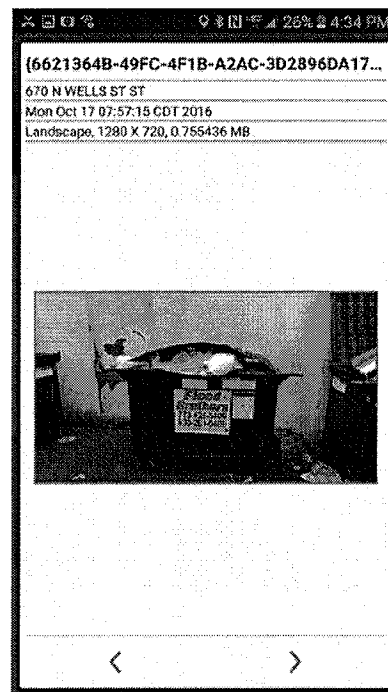
Click on one of the tickets and you will be able to review (read only) the violations and the images which were taken.



Search Results

Click on one of the tickets and you will be able to review (read only) the violations and the images which were taken.

Here is the ticket and below are the images that are associated with that ticket.



Click on one of the images and a image tool will appear. You can use the arrows below to see each picture.

Click the Back Button to bring you back to the incident page. The back button is in the lower right-hand corner of the phone. The button will illuminate when you touch the lower corner of the phone.



The Back Button

Note: To clear your search just hit the back button till you get back to Search Incidents page and start over.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-20 Service Metrics

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for service metrics from Streets and Sanitation.

Attached please find the data you requested.

As always, please let me know if you have any further questions.

non ss Comp Comp YTD avg ward

As of 2020-11-06 11:23:03 Central Standard Time/CST • Generated by John Dunn

Filtered By

Show: All work orders

Date Field: End Date equals Custom (1/1/2020 to 10/31/2020)

Status equals Closed

Department equals Streets and Sanitation

Is Legacy Duplicate equals False

Created By: Department not equal to Streets and Sanitation

Ward →		15	15
Bureau ↑	Work Order: Type Name ↑	Record Count	Avg. Days to Complete
	Stump Removal	2	51.5
	Tree Debris Clean-Up Request	393	7.28
	Tree Planting Request	43	597.8
	Tree Removal Request	106	51.85
	Tree Trim Request	238	260.13
Subtotal		782	122.36
	Emer. Rel., Clam	2	1.72
	Tree Emergency	222	0.57
Subtotal		224	0.6
SS - Bureau of Rodent Control	Bee/Wasp Removal	11	5.71
	Dead Animal Pick-Up Request	179	1.52
	Dead Bird	5	0.92
	New Excavation or Construction Rodent Siting Inspection	0	0.0
	Park Rodent Abatement	0	0.0
	Rodent Baiting/Rat Complaint	748	0
Subtotal		943	9.51
SS - Bureau of Sanitation	Bulk Pickup	5	2.74
	Clean Vacant Lot Request	15	4.26
	Fly Dumping Complaint	63	3.12
	Missed Garbage Pick-Up Complaint	74	3.66
	Recycling Contamination	0	
	Recycling Inspection Request	1	0.78
	Sanitation Code Violation	206	2.18
	Sanitation Tire Pickup	13	2.08
	Snow - Object/Dibs Removal Request	15	2.21
	Street Cleaning Request	42	3.84
	Weed Removal Request	41	9.19
	Wire Basket Request	2	3.15
	Yard Waste Pick-Up Request	35	2.13
Subtotal		512	3.17
SS - Bureau of Street Operations	Fly Dump (Tires)	25	3.72
	Ice and Snow Removal Request	35	0.2
Subtotal		60	1.26
SS - Bureau of Street Operations - Graffiti	Graffiti Removal Request	3081	1.17
Subtotal		3081	1.17
SS - Bureau of Street Operations Private	Garage Demolish	0	809.77
Subtotal		0	809.77
SS - Bureau of Traffic Services	Abandoned Vehicle Complaint	639	20.96
	Relocated Vehicle	57	3.23
Subtotal		696	19.25
SS - Bureau of Traffic Services - Parking	Parking Meter Sign Posting/Bagging	81	0.25
Subtotal		81	0.25
SS - Commissioner's Office	Clean and Green Program Request	0	15.08
	SS How's my driving?	1	267.96
Subtotal		1	141.52
SS - Recycling	Recycling Pick Up	51	18.1
Subtotal		51	18.1
SS - Cart Delivery	Black Garbage Cart Removal	13	42.73
	Blue Recycling Cart	230	44.68
	Garbage Cart Billing	2	
	Garbage Cart Maintenance	860	32.06
Subtotal		1105	34.25
Total		7538	25.6



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-21 Disposal Costs

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for disposal costs in 2019 and 2020 for yard waste, refuse, recycling, and tree debris.

Below please find the data requested:

	<u>2019</u>	<u>2020 YTD</u>
Refuse	\$43,596,548	\$30,141,408
Recycling	\$11,991,145	\$11,767,770
Yard Waste	\$ 17,732	\$ 12,204
Tree Debris	\$ 0	\$ 0

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-22 Code Warnings Issued

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for lists of code violation warnings issued in 2019 and 2020 by ward.

DSS does not track code violation warnings, only violation tickets issued.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-23 Code Violations Issued

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for lists of code violation citations issued in 2019 and 2020 by ward.

DSS does not track code violations by ward. However, please see attached for list of citations issued in 2019 and 2020 YTD.

As always, please let me know if you have any further questions.

Sanitation Violations

Violation Description	2020 YTD Case Count	2019 Case Count
10-28-030 Unlawful to place ice or snow on public way.	24	17
10-28-070 Storage of goods on public ways.	3	
10-32-050 Care of parkway.	124	1,049
10-32-060 Permit required.		8
10-32-110 Attaching material to tree.		25
10-32-170 Causing injury to public tree or shrub.		26
10-8-180 Snow and ice removal.	202	144
10-8-320 Posting bills on public property.		1
10-8-402 Permit required--Display.		4
10-8-480 Littering on public way or property.	54	120
13-32-125(2)(a) Must employ wetting/abatement measures to prevent off-site dust/debris		6
13-32-125(2)(b) Construction Site Fence must be chain-link, 6 feet tall, surround site	16	32
13-32-125(2)(c) Adequate Fabric Mesh must be affixed to Construction Site Fence	5	18
13-32-125(2) Construction Site Cleanliness Violations		2
13-32-125(2D) Fence must be located at perimeter of site, allow sufficient movement	4	19
13-32-125(2)(e) Any damage to fence must be immediately repaired	28	28
13-32-125(2)(f) Debris Containers Must Be Within Fence And Serviced Regularly		1
13-32-125(2)(g) Chutes/Buckets Required To Collect Debris From Upper Floors	9	14
13-32-125(2)(h) Construction Waste Shall Be Contained Separately From Organic Waste	10	6
13-32-125(2I) Insufficient Trash Containers For Litter And Routine Waste At Construction Site	4	32
13-32-125(2J) Construction Materials Shall Be Gathered Daily / Piled In A Neat And Orderly Manner	22	64
13-32-125(2K) Tracking Dirt Onto Public Way From Construction Site	25	22

13-32-125(2L) Floor Areas Must Be Enclosed With Fabric Mesh - Buildings with more than 4 Floors	2	
13-32-125(2M) Tuckpointing - Area of Grinding Not Enclosed To Contain Dust/Debris	2	2
13-32-125(2N) Materials Not Properly Stored on Floors Above Grade	8	9
4-228-024 Proper disposal of tires. (Motor Vehicle Repair Shops)		4
4-228-025 Improper disposal of vehicle and parts		17
4-228-200(a) Contract for disposal of tires (Motor Vehicle Repair Shops)	1	1
4-228-200 Off-street parking required (Motor Vehicle Repair Shops)	3	
4-228-210 Improper disposal of vehicle and parts (Motor Vehicle Repair Shops)	26	4
4-4-310 Public ways--Maintenance--Littering prohibited.	32	104
4-6-130(e)(10) Private scavenger must remove refuse or recycling	11	
4-6-130(e)(11) Private scavenger must remove refuse or recycling	2	
4-6-130(e)(14) Private scavenger must completely remove scattered	159	205
7-12-387(b) Restrictions on pigeons - residential district.	1	4
7-12-387(c) Restrictions on pigeons - No coops or cotes in residential	1	
7-12-420 Removal of excrement.	15	
7-28-040 Abandoned refrigerators.	2	26
7-28-060 Unsafe or unsanitary premises	211	371
7-28-070 Piling of used material to excessive heights.	14	52
7-28-080 Nuisance in connection with business.	69	142
7-28-120(a) Uncut weeds.	3,159	24,956
7-28-217 Improperly labeled commercial refuse container	263	367
7-28-220 Duty to provide refuse containers and service.	173	323
7-28-225 Duty to provide compactors.	2	2
7-28-227 Construction Sites-Garbage	158	229
7-28-230 Location of standard and commercial refuse containers.	56	109
7-28-240 Refuse removal.	133	350
7-28-260(a) Uncovered refuse containers.	1,061	1,521
7-28-260 Uncovered refuse containers.	1	
7-28-261(b) Over accumulation of refuse in refuse container.	4,389	6,654
7-28-261 Over accumulation of refuse in refuse container.	27	
7-28-270 Unauthorized items in refuse containers or compactor.	272	403

7-28-280 Rummaging/removal of refuse or uncovering container.		3
7-28-301 Lack of or improper grease container.	3	6
7-28-302(a) Failure to maintain grease container - User	25	27
7-28-302(b) Failure to maintain grease container - Hauler	1	5
7-28-310 Removal in instances where business refuse and discarded materials exceeds more than 32 gal. (50 lbs.) a wk.	41	56
7-28-315 Litter Baskets in Retail Establishment Parking Lots	8	43
7-28-360 Removal of refuse before vacation of premises.	70	170
7-28-380 Refuse vehicles - delay in removal of refuse.	33	17
7-28-390 Commercial refuse company - dumping on public way.	3	4
7-28-395 Construction Debris on Public Way Prohibited	22	68
7-28-440 Dumping on real estate w/o permit.	39	140
7-28-450(a) Nuisance abatement - Lot	309	702
7-28-490 Dumping of roof refuse on public way or adjacent property.	7	14
7-28-680 Maintenance of rat abatement measures.	514	542
7-28-690 Unlawful removal of rat abatement measures.	85	96
7-28-710 Dumping or accumulation of garbage or trash - potential rat harborage.	7,333	10,210
7-28-720 Accumulation of materials or junk - potential rat harborage.	7,132	11,996
7-28-740 Open lot - nuisance.	1,864	5,140
7-28-750(a) No Noncombustible Fence Around Open Lot	1,833	7,917
7-28-750(b) Owner Information Not Posted On Fence	503	2,837
8-4-135 Defacement of commercial vehicle.	1	
	30,667	77,620



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-24 RCC/Laborer Ratio

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the ratio of RCC's to Laborers for each division.

Please see below:

Division 1 – Ravenswood	1 RCC for every 13 laborers
Division 2 – Mayfair	1 RCC for every 14 laborers
Division 3 – Northwest	1 RCC for every 13 laborers
Division 3A – Homer/Kilpatrick	1 RCC for every 13 laborers
Division 4 – Medill	1 RCC for every 15 laborers
Division 5 – 34 th / Lawndale	1 RCC for every 12 laborers
Division 6 – Southwest 39 th / Iron	1 RCC for every 14 laborers
Division 7 – 52 nd / Oakley	1 RCC for every 13 laborers
Division 8 – 900 E. 103 rd	1 RCC for every 11 laborers

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-25 Disciplinary Actions

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the total number of disciplinary actions by bureau, by issue, by issuer, for 2020.

In 2020, DSS has issued discipline in 349 cases.

By Bureau:

Sanitation	251
Forestry	43
Street Operations	26
Traffic Services	18
Rodent Control	11

By Issue:

Attendance (Absenteeism/Tardiness)	222
Poor Job Performance	82
Insubordination	33
Other Conduct Problems	12

DSS does not track discipline by issuer.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

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Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-26 Disciplinary Appeals

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the disciplinary decisions appealed and subsequent decision and associated payroll take-backs by bureau for 2019 & 2020.

In 2020, DSS has issued discipline in 349 cases. Of those cases 166 employees appealed the decision. Of those appeals, 39 had suspensions reduced or dismissed.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

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Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-27 Non-COVID injuries by bureau

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the number of non-COVID safety-related injuries by bureau for 2019 & 2020.

As of October 30, 2020, 190 employees across the department are on duty disability.

Sanitation 124
Forestry 38
Street Operations 17
Rodent Control 4
Traffic Services 7

DSS continues to work with these people to bring them back as soon as they are medically cleared to return to work.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

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Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-28 Civil Unrest Assets

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the distribution of department personnel and assets for civil unrest events.

All Streets and Sanitation employees assigned to civil unrest events were deployed and stationed by Chicago Police; DSS has no records of asset allocation or deployment.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-29 Unused or Unscheduled Vacation Time

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the total cost associated with unused and unscheduled vacation time for all employees YTD.

Therefore, DSS does not have any costs associated with unused or unscheduled vacation time.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

From: John F. Tully
Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-30 Lost Vacation Time

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked for the total cost associated with lost vacation time not carried over into 2020.

There is no cost associated with lost vacation time as the City does not pay out vacation time not carried over.

As always, please let me know if you have any further questions.



CITY OF CHICAGO



DEPARTMENT OF STREETS AND SANITATION

MEMORANDUM

To: The Honorable Pat Dowell
Chairman, Committee on Budget and Government Operations

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Commissioner
Streets and Sanitation

CC: Manuel Perez
Mayor's Office of Intergovernmental Affairs

Date: November 10, 2020

Re: Request for Information from Annual Appropriation Committee Hearing

ID#: 81-31 Work From Home Affidavit

The following information is provided in response to questions posed at our department's hearing on November 6, 2020 to discuss the proposed 2021 budget.

Alderman Lopez asked if Streets and Sanitation employees are working remotely and, if so, have they filed the associated affidavit.

All Streets and Sanitation employees approved to work from home have an affidavit on file.

As always, please let me know if you have any further questions.