

VENDOR NO.: _____

PURCHASE ORDER NO.: _____

SPECIFICATION NO.: 9567
REQUISITION NO.: 5147
RFQ NO.: 983

HYGIENIC TOILET SEAT MAINTENANCE PROGRAM

**CONTRACT PERIOD: STARTING THIRTY SIX (36) MONTHS FROM THE DATE
OF CONTRACT AWARD AND RELEASE**

STARTING: JULY 1, 2004

THROUGH: JUNE 30, 2007

REQUIRED FOR USE BY THE CITY OF CHICAGO



Department of Aviation

Fund Number: 01-04-740-85-4010-0162-0162 (Various)

PERFORMANCE BOND REQUIRED

EXHIBIT 1

Bid Deposit: NONE

Attachment: Prevailing Wage Rate List

Information: Robert Kelly, Coordinator of Contract Compliance

Phone: (312) 742-9473

e-mail: rjkelly@cityofchicago.org

EXECUTE ONE (1) COMPLETE ORIGINAL BID PACKAGE

All signatures to be sworn to before a Notary Public

**A pre-bid meeting will be held on Thursday, June 10, 2004 at 10:00 a.m., at
Chicago O'Hare International Airport,
H & R Building, 2nd Floor Conference Room, Chicago, IL 60666**

**All Bids / Proposals must be sealed and received NO LATER than 11:00 a.m.,
Chicago Time on the day of Bid Opening.**

All bids will be read publicly in the Bid and Bond Room, Room 301, City Hall.

Issued by:

City of Chicago
Department of Procurement Services
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Richard M. Daley
Mayor

Eric J. Griggs
Chief Procurement Officer

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1. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

1.1. CONTRACT FOR WORK

Bids will be received by the Chief Procurement Officer of the City of Chicago in accordance with Contract Documents as set forth herein.

1.2. EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the proposal, plans, specifications, contract documents and bonds. The bidder must inspect in detail the site of the proposed work and familiarize itself with all the local conditions affecting the contract and the detailed requirements of construction. If its bid is accepted, the bidder will be responsible for all errors in its proposal resulting from failure or neglect to comply with these instructions. The City will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Unless otherwise provided in the Contract, when the plans or specifications include information pertaining to subsurface exploration, borings, test pits, and other preliminary investigation, such information represents only the opinion of the City as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The City assumes no responsibility with respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

1.3. BID DEPOSIT

Bid deposit will be required for all competitive sealed bidding for contracts when required in the legal advertisement. Bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in cashiers check, money order or certified check. All certified checks must be drawn on a bank doing business in the United States, and must be made payable to the order of the City of Chicago. CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.

Bid deposits must be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of ten percent (10%) of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than ten percent (10%) of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to ten percent (10%) of his bid. Compliance with the provisions herewith will be determined in all cases by the Chief Procurement Officer and his determination will be final.

When the legal advertisement requires a deposit, noncompliance requires rejection of the bid.

After bids are opened, deposits will be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action shall be taken against the bidder or the bid deposit.

1.4. PREPARATION OF PROPOSAL

The bidder must prepare its proposal on the attached proposal forms. Unless otherwise stated, all blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer must be submitted.

If bidder is a sole proprietorship, the sole proprietorship must execute the bid.

A Partnership, Joint Venture or Sole Proprietorship operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805ILCS 405 (1992).

1.5. SUBMISSION OF PROPOSALS

All prospective bidders must submit sealed proposals with applicable bid deposit enclosed in envelopes provided for that purpose in the DEPARTMENT OF PROCUREMENT SERVICES, Room 301, City Hall, and if proposals are submitted in envelopes other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder must carry the following information on the face of the envelope: bidders name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown on the legal advertisement.

Where proposals are sent by mail to the DEPARTMENT OF PROCUREMENT SERVICES, the bidders must be responsible for their delivery to the Chief Procurement Officer before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be accepted.

Proposals must be submitted with original signatures in the space provided on the appropriate Proposal Execution Page. Proposals not properly signed shall be rejected.

1.6. WITHDRAWAL OF PROPOSALS

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals nor must the successful bidder withdraw or cancel or modify his proposal after having been notified by the Chief Procurement Officer that said proposal has been accepted by the City. The City reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its proposal prior to the stated period for acceptance of proposal.

Where this contract shall be approved by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify his proposal for a period of ninety (90) calendar days after said advertised closing time for the receipt of proposals.

1.7. COMPETENCY OF BIDDER

The Chief Procurement Officer reserves the right to refuse to award a Contract to any person, firm or corporation that is in arrears or is in default to the City of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous contract with the City.

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 performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

1.8. CONSIDERATION OF PROPOSALS

The Chief Procurement Officer shall represent and act for the City in all matters pertaining to this proposal and contract in conjunction therewith. The Chief Procurement Officer reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding, when in his opinion the best interest of the City will be served by such action.

The proposal is contained in these contract documents and **MUST NOT BE DETACHED HEREFROM** by any bidder when submitting a proposal. Incomplete proposals are subject to rejection.

1.9. ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer will accept in writing one of the proposals or reject all proposals, within sixty (60) calendar days, or within ninety (90) calendar days where approval by other agencies is required, from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

1.10. FAILURE TO FURNISH BOND

In the event that the bidder fails to furnish the performance bond in said period of seven (7) calendar days, then the bid deposit of the bidder will be retained by the City as liquidated damages and not as a penalty.

1.11. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, a written request for an interpretation thereof may be submitted to the Chief Procurement Officer. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Chief Procurement Officer. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as will have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

1.12. CATALOGS

Each bidder must submit, where necessary, or when requested by the Chief Procurement Officer, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the material or work he proposes to furnish.

1.13. TRADE NAME

In cases where an item is identified by a manufacturers name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an equal unless the proposed "equal" is definitely indicated therein by the bidder.

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of the proposal exactly what it proposes to furnish, or forwards with the bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the item covered by the bid.

The Chief Procurement Officer hereby reserves the right to approve as an equal, or to reject as not being an equal, any item the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

1.14. RETURN OF BID DEPOSIT

The bid deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Chief Procurement Officer reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the two lowest responsible bidders can not be readily determined based on price until all proposals have been evaluated.

The remaining bid deposits on each contract will be returned with the exception of the accepted bidder, after the Chief Procurement Officer has awarded the contract. The bid deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory performance bond has been approved, where such bond is required.

1.15. TAXES

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-04. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

1.16. ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

1. General Conditions.
2. Addenda if any.
3. Department Special Conditions.
4. Plans or City Drawings.
5. Detailed Specifications.
6. Standard Specifications of the City, State or Federal Government, if any.
7. Advertisement for proposals (copy of advertisement to be attached to back of cover).
8. Requirements for Bidding and Instructions to Bidders.
9. Performance Bond, if required.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the City.

1.17. CONTRACTOR'S FINANCIAL STATEMENT

Each bidder bidding on construction projects will have on file in the office of the Chief Procurement Officer prior to bid opening a CONTRACTOR'S STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION dated not earlier than the end of the Contractors last fiscal year period. This will be kept on file by the Chief Procurement Officer as a representative statement for a period of one year only. Forms are available at the office of the Bid and Bond Section, DEPARTMENT OF PROCUREMENT SERVICES, Room 301 City Hall, or may be obtained by addressing a request to the Chief Procurement Officer, Room 403, City Hall, Chicago, Illinois, 60602. Failure to have a current financial statement on file in the DEPARTMENT OF PROCUREMENT SERVICES at time of bid opening may be cause for the rejection of Contractor's Proposal.

1.18. NOTICES

All communications and notices to the City herein provided for shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using department by name and address listed on the cover hereof, and to the Chief Procurement Officer, Room 403, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

All communications and notices to the bidder, unless otherwise provided for, shall be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the proposal hereof.

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2. GENERAL CONDITIONS

2.1. NON-DISCRIMINATION

A. Federal Requirements

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. 6101-6106 (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).

B. State Requirements

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1992), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code '750 Appendix A. Furthermore, the Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1992), as amended.

C. City Requirements

Contractor must comply with the Chicago Human Rights Ordinance, Ch. 2-160, Section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended. Further, Contractor must furnish or shall cause each of its subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Subcontractors

Contractor agrees that all of the above provisions (A), (B) and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract.

2.2. INDEMNITY

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

1. injury, death or damage of or to any person(s) or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. 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;
4. the City's exercise of its rights and remedies under this Contract; and

5. injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including losses, 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, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and subcontractors.

At the City Corporation Counsels 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.

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 under any Losses, including any claim by any employee of Contractor that may be subject to 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 Contractors performance of 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.

2.3. EMPLOYMENT

The Contractor must comply with AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State of its political subdivisions, approved June 12, 1935, as amended. Attention is called to Chapter 126-1/2, Section 23, Ill. Rev. Stats. 1987.

2.4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract will be assigned or any part of the same sub-contracted without the written consent of the Chief Procurement Officer; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of the Chief Procurement Officer having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as the City is concerned.

2.5. CASH BILLING TERMS

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

2.6. GUARANTEES & WARRANTEES

All guarantees and warrantees required must be furnished by the Contractor and must be delivered to the Chief Procurement Officer before final voucher on the contract is issued.

2.7. COOPERATION BETWEEN CONTRACTORS

Unless otherwise provided in Special Conditions, if separate contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each Contractor must conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

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

The Contractor must as far as possible, arrange his work and place 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. Contractor must join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

2.8. SUPERINTENDENCE

The Contractor must personally superintend the work or shall have a competent person at the site at all times to act for him.

2.9. PLANS OR DRAWINGS AND SPECIFICATIONS CO-OPERATIVE

Plans or drawings mentioned in Requirements for Bidding and Instructions to Bidders or in the specifications will be so considered that any material shown on plans or drawings and not therein specified, or material therein specified and not shown on plans or drawings, will be executed by the Contractor the same as though it were both shown and specified.

2.10. PERMITS

Unless otherwise provided in Special Conditions, the Contractor must take out, at his own expense, all permits and licenses necessary to carry out the work described in this contract.

2.11. MATERIALS INSPECTION AND RESPONSIBILITY

The City, by its engineering agencies, will have a right to inspect any material to be used in carrying out this contract.

The City does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract.

The Contractor must be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by the City.

Materials, components or completed work not complying therewith may be rejected by the Chief Procurement Officer and must be replaced by the Contractor at no cost to the City.

Any materials or components rejected must be removed within a reasonable time from the premises of the City at the entire expense of the Contractor, after written notice has been mailed by the City to the Contractor that such materials or components have been rejected.

2.12. PAYMENT TO CONTRACTOR

Work performed under this contract is interpreted to include materials to be furnished under this contract which are suitably stored at the site of the work. Unless otherwise provided in Special Conditions, which will be subject to the provisions of Chapter 26-13 of the Municipal Code of Chicago, the Chief Procurement Officer may from time to time, in cases where the Contractor must proceed properly to perform and complete his contract, grant to such Contractor as the work progresses an estimate of the amount already earned. All partial payment estimates shall be subject to correction by the final estimate.

Waivers from Subcontractors and Suppliers indicating that they have received their share from the Contractor of the previous partial payment to the Contractor must be presented concurrently by the Contractor when he presents an estimate for a partial payment.

The Chief Procurement Officer may, whenever he have reason to believe that the Contractor has neglected or failed to pay any subcontractors, workmen or employees for work performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the contract until said Chief Procurement Officer has been satisfied that such subcontractors, workmen and employees have been fully paid, and the reserve sum referred to in the above stated Chapter 26-13 has not be payable until the Contractor has satisfied the Chief Procurement Officer that all subcontractors, material men, workmen and employees have been fully paid.

Whenever the Chief Procurement Officer notify the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the contract until subcontractors, workmen and employees have been paid, and the Contractor neglect or refuse for the period of ten (10)days after such notice is given, as above provided for, to pay such subcontractors, workmen and employees, the City may then apply any money due or that may become due under the contract to the payment of such subcontractors, workmen and employees without other or further notice to said Contractor; but failure of the City to retain and apply such moneys, or of the Chief Procurement Officer to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such subcontractors, workmen or employees being first paid, in any way affect the liability of the Contractor or of his sureties to the City, or to any such subcontractors, workmen or employees upon any bond given in connection with such contract.

Before final payment is made under the contract, and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed, and material and labor furnished under the contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the contract have been complied with, and the work has been accepted by the Commissioner, whereupon the City will, at the expiration of 30 calendar days after such completion and acceptance, pay the whole account of money due the Contractor under the contract.

The acceptance by the Contractor of the final payment above mentioned shall operate as and shall be a release to the City from all claims or liability under this contract for anything done or furnished or relating to the work under this contract, or for any act or neglect of the City relating to or connected with this contract.

2.13. CHANGES

The Commissioner may, subject to prior written approval of the Chief Procurement Officer, if the estimated costs thereof exceeds \$5,000.00, at any time, by written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract if within the general scope. If such changes cause an increase or decrease in the Contractors cost of, or time required for, performance of the contract, an equitable adjustment as may be hereinafter further described in Special Conditions, shall be made and the contract modified in writing accordingly. Any claim of the Contractor

for adjustment under this clause must be submitted in writing to the Commissioner and Chief Procurement Officer within ten (10) business days from the date of receipt by the Contractor of the notification of change unless the Commissioner and the Chief Procurement Officer grant a further period of time before the date of final payment under the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined solely by the Chief Procurement Officer but nothing provided in this clause shall excuse the Contractor from proceeding with the prosecution of the work as changed. Except as otherwise provided in this contract, no charge for any extra work or material will be allowed.

2.14. TIME AND PROGRESS

It is understood and agreed that TIME IS OF THE ESSENCE OF CONTRACT, and the Contractor agrees to begin actual work covered by this contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this contract within the calendar days stipulated after the date for commencement of work as specified in the written notification to the Contractor from the Commissioner, using double shift and holiday work when necessary.

Unless otherwise provided in Special Conditions, the Contractor shall submit to the Commissioner for approval, within five (5) calendar days after the effective date of this contract, a TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE for performing operations under this contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Commissioner, the Contractor shall prosecute the work under this contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Chief Procurement Officer may declare this contract in default as provided herein.

2.15. PROVISIONS RELATIVE TO DELAY

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any act or delay of the City or by order of the Commissioner, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the City or orders of the Commissioner.

It is otherwise understood that no extension of time will be granted to the Contractor unless he, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Commissioner and Chief Procurement Officer in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Commissioner and Chief Procurement Officer for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Chief Procurement Officer 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 Mayor, Comptroller and the Chief Procurement Officer, 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.

2.16. DEFAULT

If the Contractor fails to begin the work under this contract within the time specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to insure the completion of said work within the specified time, or shall perform the work in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Chief Procurement Officer shall give notice in writing to the Contractor and his surety of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the Chief Procurement Officer acting for and on behalf of the City shall, upon receipt of a written certificate from the Commissioner of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the Chief Procurement Officer at his option may call upon the surety to complete the work in accordance with the terms of this contract or may have the City take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable to the City and may complete the work by or on its own force account, or may enter into a new contract for the completion of the work, by or on its own force account, or may enter in a new contract for the completion of the work, or may use such other methods as in the opinion of the Commissioner shall be required for the completion of the work in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work, shall be deducted from any moneys due or which may become due on this contract. In case the expense so incurred by the City shall be less than the sum which would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the City, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City the amount of such excess.

2.17. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room.) The Chief Procurement will issue a written decision and send it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

2.18. NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

Contractor, in performing under this contract shall comply with the Municipal Code of Chicago, Section 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 shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

Ineligibility under this section shall continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Chief Procurement Officer 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 Chief Procurement Officer to reduce, suspend, or waive the period of ineligibility.

SPECIMEN COPY

3. SPECIAL CONDITIONS

3.1. DEFINITIONS

Wherever in the Contract Documents, the following terms, or pronouns in place of them, or abbreviations, are used, the interpretation and meaning shall be interpreted as follows:

"Attachments" means all exhibits attached hereto and/or incorporated by reference herein;

"Business Day" means business days in accordance with the City of Chicago business calendar;

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

"Chief Procurement Officer" refers to the Chief Executive Officer of the Department of Procurement Services, for the City of Chicago, and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf;

"City" refers to 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" refers to the Chief Executive Officer of the Department of Aviation, for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf;

"Contract" means this contract for Work, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;

"Contract Documents" are as designated on page 3, under Section 12 Interpretation of Contract Documents in the Requirements for Bidding and Instructions to Bidders, all as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;

"Department" means the Department of Aviation, City of Chicago;

"Deliverables" means any documents, reports, information, etc. to be submitted by the Contractor to the City;

"Holidays" means the following days in accordance with the City of Chicago; New Years Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day;

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

"Reporting Formats" means the appearance in which a report is submitted by the Contractor to the City;

"Services" means all work to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;

"Supervisor" refers to 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 at a work site;

"Work Site" refers to the location where the work is to be performed by the Contractor.

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Commissioner or Chief Procurement Officer are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Commissioner or Chief Procurement Officer. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Commissioner. The Commissioner's judgement in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it shall be understood and agreed that such address is directed to the Contractor.

3.2. PERFORMANCE BOND

When required by the Chief Procurement Officer the successful bidder must, within seven (7) calendar days of receipt of notice from the City, furnish a Performance Bond in the amount of thirty three and one third percent (33 1/3%) of the contract value on the form "Contractor's Performance Bond", Form P.W.O. 62, a specimen of which is bound herein.

Receipt of written notice from the City to furnish a bond constitutes tentative notice of pending award and proposal acceptance. Release of the contract will be withheld pending receipt and approval of a satisfactory bond.

Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago.

NOTE: Section 2-92-040 of the Municipal Code of the City of Chicago requires that the Contractor's 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 equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at www.fins.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the Chief Procurement Officer, but each co-security must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

3.3. PRE-BID MEETING

A pre-bid meeting will be held on Thursday, June 10, 2004 at 10:00 a.m., at Chicago O'Hare International Airport, H & R Building, 2nd Floor Conference Room, Chicago, IL 60666.

The Contractor must familiarize itself with the locations as specified in Exhibit 1 in and around O'Hare International Airport.

The Contractor will be responsible for attending the Pre-Bid Meeting to become familiar with the locations and the conditions which may affect his/her work and to fully understand the nature and scope of the work. No additional allowances will be granted to the Contractor for conditions which should have been foreseen by proper examination.

3.4. CONTRACTORS INSURANCE

The Contractor must provide and maintain for the life of the 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 coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

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 or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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 \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

4) Property/Installation Floater

All risk property/installation insurance at replacement cost insuring loss or damage to equipment, materials and or supplies that are part of the Contract. Coverages must include in-transit, off-site, testing, mechanical-electrical breakdown or failure and faulty workmanship or materials. The City of Chicago is to be named as additional insured and loss payee.

Contractor must be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies), owned, used, leased, or rented, by Contractor.

Contractor must be responsible for any loss or damage to City of Chicago property at full replacement cost.

B. ADDITIONAL REQUIREMENTS

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street Chicago, IL 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.

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

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

The Contractor agrees that insurers 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 Contractor is a joint venture, the insurance policies must name the joint venture and each of its separate constituent entities as named insureds.

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.

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

3.5. SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the City of Chicago Municipal Code, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

Minimum requirements of the Contractors accident/incident prevention program include, but are not limited to the following:

- A training program that includes safety and the identification of worksite hazards.

- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).
- Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to City equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on City property, is promptly reported to Contractor management and the Commissioner. A completed report of the accident/incident must be promptly submitted to the Commissioner.
- Material Safety Data Sheet (OSHA Form 20) must be submitted with this proposal for any substance described in the Illinois "Toxic Substances Disclosure Act" regardless of the quantity requested. The Contractor will furnish an OSHA 20 Form for each item contained in the releases against this Contract with the delivery of those materials.
- Develop an Emergency Evacuation/Disaster Control Plan consistent with the Commissioner's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Commissioner.
- Contractors must also comply with the safety and health requirements of the Commissioner. The Commissioner may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

The Contractor and subcontractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and subcontractors must directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

3.6. PURCHASE ORDER RELEASES

Requests for Hygienic Toilet Seat Maintenance Program in the form of Purchase Order Releases will be issued by the Department of Aviation and sent to the Contractor to be applied against the contract. Purchase Order Releases will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information and other pertinent instructions regarding services.

3.7. DELIVERY

Deliveries MUST be made F.O.B., any point within the City at no charge to the City, regardless of the purchase order release amount. It is the intent of this contract for the Contractor to furnish Hygienic Toilet Seat Maintenance Program to Department of Aviation.

The City reserves the right to add new delivery locations or delete previously listed delivery locations as required during the contract period.

3.8. INVOICES

Original invoices will be forwarded by the Contractor to the Department of Aviation to apply against the contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department of Aviation.

The Contractor must provide, with each monthly invoice, the following information:

1. Total number of seatings used per month.
2. Number of seatings used by restrooms each month.
3. Number of seatings used by each unit each month.
4. Number of seatings used by restroom each day.
5. Number of seatings used by each unit each day.

All invoices must be signed, dated and reference the City contract number. 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, service description, unit of measure, pricing and/or catalog information must correspond to the items quoted on the Proposal Page. If invoicing catalog items, indicate catalog number, item number, catalog date and catalog page number on the invoice.

Invoices for overshipments or items with price/wage escalations may be rejected unless the contract includes a provision for such an adjustment by contract modification. Freight, handling and shipping costs are not to be invoiced; contract terms specify deliveries F.O.B, City of Chicago. As stated in the Requirements for Bidding and Instructions to Bidders section, the City of Chicago is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

3.9. PAYMENT

The City will process payment within sixty (60) calendar days after receipt of invoices completed in accordance with the terms herein, and all supporting documentation necessary for the City to verify the Hygienic Toilet Seat Maintenance Program provided under this contract.

The City will not be obligated to pay for any Hygienic Toilet Seat Maintenance Program provided which were non-compliant with the terms and conditions of these specifications. Any services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.10. QUANTITIES

Any quantities shown on the Proposal Page are estimated usage for the initial thirty six (36) month contract period and as such are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to procure any Hygienic Toilet Seat Maintenance Program other than those determined by the Department of Aviation 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 releases issued directly by the Department of Aviation.

3.11. LIVING WAGE ORDINANCE

- A. Section 2-92-610 of the Municipal Code of Chicago 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 Section 2-92-610 and regulations promulgated thereunder:

1. if the Contractor has twenty-five (25) or more full-time employees, and
 2. 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 twenty-five (25) or more full-time security guards, or any number of other full-time Covered Employees, then
 3. The Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all work performed pursuant to the Contract.
- B. 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 A.1 and A.2 above are met, and will continue thereafter until the end of the Contract term.
- C. As of July 1, 2003 the Base Wage is \$9.20 per hour. Each July 1st thereafter 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 two thousand (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.
- D. 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 Chief Procurement Officer 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 (3) years.
- E. 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 of Section A through D above do not apply.

3.12. PREVAILING WAGE RATES

To the extent required by law, the Contractor will comply, and will cause all of its subcontractors to comply and insert appropriate provision in their contracts, with 820 ILCS 130/01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Contractor and all subcontractors in connection with any and services. To the extent applicable, the Contractor will ensure that it and its subcontractors comply with the provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations. The term general prevailing hourly rate, when used in this Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work. A copy of the current Illinois Department of Labor Prevailing Wage Rates for Cook County is attached as Attachment A.

If the nature of the Work or services under this Contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., then not less than the general prevailing rate of hourly wages as determined by the Illinois Department of Labor (IDOL) must be paid to all laborers, mechanics, and other workers performing Work under this Contract. Contractor's attention is called to the generally prevailing rate of

wages for Cook County in effect at the time these specifications were issued, as determined by IDOL. They are also the prevailing wage rates for the City of Chicago. If required for this Work, they are attached to and incorporated in these specifications, or refer to website: www.state.il.us/agency/idol/CM/countym.htm for Cook County. Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the IDOL, at the time the Work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle Contractor to any increased compensation under the terms of this Contract.

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

3.13. BASIS OF AWARD

A contract will be awarded to the lowest responsive and responsible bidder meeting the terms and conditions of the specification.

Bidders must quote all items specified. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The Contractors bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of transportation, operator training, fluids, warranty, etc., required by the specification.

The Chief Procurement Officer reserves the right to award a contract or reject any or all bids when, in his opinion, the best interest of the City will be served thereby.

3.14. LOCAL BUSINESS PREFERENCE

The Chief Procurement Officer will accept the lowest bid price or lowest evaluated bid price from a responsive and responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

A local business ("Local Business") is a business located within the corporate limits of the City, which has the majority of its regular, full-time work force located within the City, and is subject to City of Chicago taxes.

Where all partners to a joint venture are Local Businesses, the joint venture shall be deemed to be a Local Business. Where not all partners to a joint venture are Local Businesses, such joint venture shall be considered a Local Business only if Local Businesses hold at least a fifty percent (50%) interest in the venture. Local Businesses have a fifty percent (50%) interest in the joint venture only if the Local Business partners in the venture hold subcontracts equal to fifty percent (50%) or more of the amount of the bid. Joint venture bidders shall submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to establish their eligibility for the Local Business Preference. A joint venture bidder which fails to submit such information shall not be entitled to the Local Business Preference.

The Chief Procurement Officer's determination of a bidder's eligibility for the Local Business Preference shall be final.

3.15. SUBCONTRACTORS

In accordance with the General Conditions, the Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Chief Procurement Officer. The Subcontracting of the services or work or any portion thereof without the prior written consent of the Chief Procurement Officer will be null and void. The Contractor will not make any

substitution of a subcontractor without the written consent of the Chief Procurement Officer. The substitution of a subcontractor without the prior written consent of the Chief Procurement Officer will be null and void. The Chief Procurement Officers consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible subcontractors. If, in the judgement of the Commissioner or the Chief Procurement Officer, any subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, 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 Chief Procurement Officer, discharge or otherwise remove such subcontractor.

3.16. 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 (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. 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 also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than five (5%) percent 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 fifty (50%) percent of the cost of the audit and fifty (50%) percent of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing five (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 A or B above 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.

3.17. CALCULATION OF MBE/WBE COMMITMENT

For purposes of calculating bidder's percentage of MBE and/or WBE dollar commitment toward the minimum goal stated in the Special Condition Regarding Minority Business Enterprise and Women Business Enterprise, the estimated amount of the bidder's total bid price will be used to calculate the actual dollar commitment to each MBE and/or WBE firm listed on your Schedule D-1, MBE/WBE Goal Implementation Plan. If at the end of this Contract, the actual dollar value is below the estimated value, the City will consider adjustments to your MBE/WBE plan which are proportionate to the actual dollar value of this 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 must be made available to the Chief Procurement Officer upon request.
- B. During the term of the Contract, the Contractor will submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the Contractor's first "MBE/WBE Utilization Report" will be due ninety (90) calendar days after the date of Contract award, and reports will be due quarterly thereafter.

- C. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.

(NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.") Final payments may be held until the Utilization Reports have been received.

- D. The City of Chicago's Department of Procurement Services, Contract Compliance Administrator will be entitled to examine, on five (5) business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Contract. Such rights are in addition to any other audit inspection rights contained in the Contract.

3.18. CONTRACT DOCUMENTS TO BE COMPLETED BY BIDDER

Each bidder/proposer must fully complete, sign, notarize and submit as part of your proposal the following documents incorporated herein:

1. Schedule B: Affidavit of Joint Venture (MBE/WBE) (if applicable)
2. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant
3. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan
4. Proposal Page(s)
5. Economic Disclosure Statement and Affidavit
6. Proposal Execution Page, as applicable (Corporation, Partnership, Sole Proprietorship).
7. City of Chicago Insurance Certificate of Coverage

NOTE: EACH BIDDER/PROPOSER MUST ACKNOWLEDGE RECEIPT OF A FULL SET OF CONTRACT DOCUMENTS AND ANY ADDENDA AT THE TOP OF THE PROPOSAL EXECUTION PAGE.

3.19. CONTRACT PERIOD

The contract will begin on or about July 1, 2004 and continue through June 30, 2007, unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

3.20. CONTRACT EXTENSION OPTION

This Contract will be in effect for the dates indicated herein for the thirty six (36) month contract period. The Chief Procurement Officer may exercise the City's unilateral right to renew this Contract following the expiration of the base contract term for up to three (3) additional one (1) year extension periods each, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procure of the services provided for in this Contract.

No less than ninety (90) calendar days before the expiration of the then current contract term, the Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the contract period for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

3.21. PRE-BID SITE VISIT

All responsive bidders must attend the scheduled Pre-Bid Conference at O'Hare International Airport, on the date specified in the advertisement to the public notice of this specification.

Any bidder's company which does not appear listed on the sign-in sheet will be considered to not have attended the Pre-Bid Conference and will be deemed non-responsive and ineligible for award.

3.22. CLEAN UP

The Contractor must, during the progress of the work, 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, 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.

3.23. PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

3.24. AVIATION SECURITY

This Agreement 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 section below.) 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 Agreement 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.

3.25. 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, drivers license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractors 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:

- Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- 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 Drivers 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.
- 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.
- Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

The Contractor's 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.

3.26. GENERAL REQUIREMENTS REGARDING AIRPORT OPERATIONS

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. 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 Contractors work must be interrupted or moved from one part of the work site to another.

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 the Deputy Commissioner in charge of the project to provide specific requirements and/or 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. 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.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to the following paragraph, and be similar and equal to Crouse-Hinds Type EOL, conforming to FAA Specifications: -810. All obstruction lights must be kept continuously in operation between sunset and sunrise seven (7) days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than five (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 two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. 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 grounds for the Chief Procurement Officer to declare an event of default and terminate this Contract immediately.

3.27. 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.

3.28. PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work 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.

3.29. CONFLICTS OF INTEREST

No member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interests, direct or indirect, in the contract.

The Contractor covenants that he presently has no interest and will not acquire any interest, direct or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in its performance of the contract no person having any such interest shall be employed.

3.30. DISCLOSURE OF OWNERSHIP

Pursuant to Chapter 2-154 of the Municipal Code of the City of Chicago, 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 attached Economic Disclosure Statement and Affidavit. Complete disclosure information must be provided.

3.31. DISCLOSURE OF RETAINED PARTIES - EXECUTIVE ORDER 97-1

The bidder is required to execute the Disclosure of Retained Parties section of the Economic Disclosure Statement and Affidavit required by Executive Order 97-1. Refusal to execute the Disclosure of Retained Parties section of the Economic Disclosure Statement and Affidavit will result in the Chief Procurement Officer declaring the bidder non-responsible, moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids.

3.32. GOVERNMENTAL ETHICS ORDINANCE

Contractor must comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics, including but not limited to Section 2-156-120 of this Chapter 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.

3.33. CHAPTER 2-56 OF THE MUNICIPAL CODE OF CHICAGO, OFFICE OF INSPECTOR GENERAL

It is the duty of any bidder, proposer, or Contractor, all subcontractors, and 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, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

3.34. SECTION 2-92-380 OF THE MUNICIPAL CODE OF CHICAGO

- a. In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago under the 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. debt means a specified sum of money owed to the City for which the period granted for payment has expired.
- b. Notwithstanding the provisions of subsection (a), above, 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:
 1. 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
 2. the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
 3. the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.35. BUSINESS RELATIONSHIPS WITH ELECTED OFFICIALS

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the city, 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 a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract will be grounds for termination of this contract. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a business relationship as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of

\$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A contractual or other private business dealing will not include any employment relationship of an officials spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

3.36. MACBRIDE PRINCIPLES ORDINANCE

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote 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 Section 2-92-580 of the Municipal Code of Chicago, 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 Contractors 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, except to the extent Congress has directed that the Department of Transportation 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 Department of Transportation.

3.37. CONTRACTOR CERTIFICATION

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the attached Economic Disclosure Statement and Affidavit (the Affidavit) under: Certification by applicant, which certifies 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.

3.38. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for Contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not

entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Economic Disclosure Statement and Affidavit), then:

For those bidders in competitive bid contracts, 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 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.

For purposes of this section, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"PERCENTAGE OF INTEREST" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent (10%) or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section will only apply where not otherwise prohibited by federal, state or local law.

3.39. ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

3.40. CHANGES

No changes, amendments, modifications, cancellations or discharges of this Agreement, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents' representatives.

Such changes which are mutually agreed upon by and between the City and the Contractor, must be incorporated in written modifications to this Agreement.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

3.41. COMPLIANCE WITH ALL LAWS

The Contractor and its subcontractors must at all times observe and comply with all applicable Federal, State, City, and other local governmental laws, ordinances, rules, regulations, and codes, including the Resource Conservation and Recovery Act; the Comprehensive Environmental Response; the Compensation and Liability Act; the Department of Transportation Regulations, the Hazardous Materials Transportation Act; the Clean Air Act, the Occupational Safety and health Act; the Federal Insecticide, Fungicide, and Rodenticide Act; and the Municipal Code of the City of Chicago.

3.42. LICENSING OF GENERAL CONTRACTORS

If applicable and if required the bidder must comply with Chapter 4-36 of the Municipal Code of Chicago ("Chapter 4-36") in the appropriate license class commensurate with the size of this project, if the license is required for the scope of work, **at the time Bidder submits its bid** and, if it is awarded a contract, throughout the term of the contract.

Failure to comply with the provisions of Chapter 4-36 may result in ineligibility to bid, inability to perform (or continue) work, substantial fines, and/or the City's revoking the Bidder's "general contractor" license. In addition, failure to comply will be considered an event of default under the Contract.

Rules and regulations for the licensing of general contractors, including special provisions for joint ventures, have been issued by the Department of Buildings pursuant to Chapter 4-36 and may be found on the Department of Buildings' website which may be found at:

<http://egov.cityofchicago.org/city/webportal/home.do>

The Contractor must require each of its Subcontractors (including materialmen) to consent to a collateral assignment to the City of its respective contract with Contractor, which assignments the City may at its sole option accept if Contractor defaults under this contract and if the City chooses to complete the Project using them. The performance and payment bond required under this specification must include the following rider:

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing the Specification Contract No. and Specification No. 9567. Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

3.43. DEEMED INCLUSION

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 or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

3.44. NON-APPROPRIATION

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

3.45. TERMINATION

The City may terminate this contract or all or any portion of the contract, at any time by a notice in writing from the City to the Contractor. The City will give notice 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. If the City elects to terminate the contract in full, all services to be provided under it must cease and all materials that may have been accumulated in performing this contract whether completed or in the process, must be delivered to the City within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Proposal page, but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed services. The payment so made to the Contractor is in full settlement for all services satisfactorily performed under this contract. If 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 in the General Conditions.

If the City's election to terminate this contract for default pursuant to the Default provision in the General Conditions 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 Termination provision.

PRELIMINARY COPY

4. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

4.1. POLICY AND TERMS

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women 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 shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all contracts to certified MBEs and 5% of the annual dollar value of all contracts to certified WBEs.

- B. Accordingly, the contractor commits 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:

Year Advertised	MBE Percentage	WBE Percentage
1991	21.1%	5%
1992	19.5%	4.9%
1993	17.7%	4.8%
after 1993	16.9%	4.5%

- C. 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 shall be credited more than once against a contractor's MBE or WBE commitment with respect to all 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 a MBE/WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.
- D. 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 shall 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.
- E. 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 projects.

4.2. DEFINITIONS

- A. "**Minority Business Enterprise**" or "**MBE**" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

- B. **"Women Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. 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.
- D. **"Area of Specialty"** means the description of a 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 its Area of Specialty. This information is also contained in the Directory. 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 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.

- E. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE/WBE participation may be formed among certified MBE/WBE firms or between certified MBE/WBE firm(s) and non-MBE/WBE firm(s).

A joint venture is eligible for MBE/WBE credit if the MBE/WBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE/WBE ownership percentage.

- F. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

4.3. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract.
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning broker's fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. The participation of MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate on contracts awarded by the City in 1993 and thereafter until further notice for any consideration of MBE or WBE credit.
- D. Credit for the participation of MBEs/WBEs as joint venture partners shall be based upon an analysis of the duties, responsibilities and risks undertaken by the MBE/WBE as specified by the joint venture's executed joint venture agreement. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE/WBE joint venture partner is found to have duties, responsibilities, risks or loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

4.4. 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 or proposer determines that it is unable to meet the MBE and/or WBE percentage 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/proposer'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.

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers 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 complete documentation that adequately addresses the conditions for waiver described herein. Respondents 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 discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or readvertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. 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.

1. The bidder/proposer 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. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect

participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted that includes:
 1. Names, address and telephone numbers of MBE/WBE firms solicited;
 2. Date and time of contact;
 3. Method of contact (written, telephone, transmittal of facsimile documents, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 1. Project identification and location;
 2. Classification/commodity of work items for which quotations were sought;
 3. Date, item and location for acceptance of subcontractor bid proposals;
 4. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 5. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. 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 subcontract's quote is excessively costly, the bidder/proposer must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 1. A listing of all potential subcontractors contacted for a quotation on that work item;
 2. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. 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:
 1. The City's estimate for the work under a specific subcontract;
 2. The bidder/proposers own estimate for the work under the subcontract;
 3. An average of the bona fide prices quoted for the subcontract;
 4. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer 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 for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. 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.
2. The requirements set forth in these Regulations 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 Procurement Department administrator, 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/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

4.5. PROCEDURE TO DETERMINE BID COMPLIANCE

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

A. **Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**

A Schedule C-1 executed by the MBE/WBE (or Schedule B/Joint Venture Subcontractor) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid. If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). 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.

B. **Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago 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.

C. **Joint Venture Agreements.**

If the bidder's/proposer's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement and a Schedule B. 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 partners authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

D. Required Schedules Regarding DBE/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. Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section IV herein, the bidder/proposer 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, 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 (See Section V.A. above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Except in cases where substantial and documented justification is provided, bidders/proposers 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.

4.6. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Contractor shall, not later than thirty (30) 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 shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, a "MBE/WBE Utilization Report", indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives contractors final invoice. **(NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports.")** Final payments may be held until the Utilization Reports have been received.
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports", a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first MBE/WBE Utilization Report will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. MBE/WBE Utilization Reports are to be submitted directly to: Department of Procurement Services, Division of Contract Monitoring and Compliance, City Hall, Room 400, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

4.7. MBE/WBE SUBSTITUTIONS

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate a MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section 5, "Procedure to Determine Bid Compliance."

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

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals."

4.8. NON-COMPLIANCE AND DAMAGES

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- A. Failure to satisfy the MBE/WBE percentages required by the contract; and the contractor or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and was misrepresented by the contractor.
- B. In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

4.9. 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) 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 fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) 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) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

4.10. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

4.11. INFORMATION SOURCES

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

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

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

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Contract Monitoring and Compliance
City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Cardenas
(312) 744-0845

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lillie Cooper
(312) 744-1896

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1040 Avenue of the Americas, 2nd Floor
New York, New York 10018
Attention: Harriet R. Michel
(212) 944-2430

Chicago Minority Business Development Council
11 South LaSalle - Suite 850
Chicago, Illinois 60603
Attention: Maye Foster-Thompson
(312) 263-0105

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5. ATTACHMENT A - ASSIST AGENCY

African American Contractors Association
3706 S. Indiana Avenue
Chicago, IL 60653
Phone #: (312) 915-5960
Fax #: (312) 567-9919
Web: None
Attn: Omar Shareef, President

Asian American Alliance
222 W. Cermak Road
Suite 303
Chicago, IL 60616
Phone #: (312) 326-2200
Fax #: (312) 326-0399
Web: www.asianamericanalliance.com
Email: ctakada@asianamericanalliance.com
Attn: Christine Takada, Executive Director

Association of Asian Construction Enterprises
333 N. Ogden Avenue
Chicago, IL 60607
Phone #: (312) 563-0746
Fax #: (312) 666-1785
Web: None
Attn: Perry Nakachi, President

Black Contractors United
400 W. 76th Street
Suite 200
Chicago, IL 60620
Phone #: (773) 483-4000
Fax #: (773) 483-4150
Web: www.blackcontractorsunited.com
Attn: Florence Cox, Executive Director

Chicago Minority Business Development Council, Inc.
1 East Wacker Drive
Suite 1200
Chicago, IL 60601
Phone #: (312) 755-8880
Fax #: (312) 755-8890
Web: www.cmbdc.org
Attn: Tracye Smith, Executive Director

Chicago Urban League
220 S. State Street
11th Floor
Chicago, IL 60604
Phone #: (312) 692-0766 Ext. 256
Fax #: (312) 692-0769
Web: www.cul-chicago.org
Email: jarchie@cul-chicago.org
Attn: Joan Archie, Director
Employment, Counseling & Training

Cosmopolitan Chamber of Commerce
1455 S. Michigan Avenue
Suite 240
Chicago, IL 60605
Phone #: (312) 786-0212
Fax #: (312) 786-9079
Attn: Gloria Bell, Executive Director

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone #: (312) 360-1122
Fax #: (312) 360-0239
Attn: Beth Doria, Executive Director
Attn: Sandra Gidley, Administrator
Attn: Debbie Smith, Administrator

Hispanic American Contractors Industry Association (HACIA)
901 West Jackson Boulevard
Suite 205
Chicago, IL 60607
Phone #: (312) 666-5910
Fax #: (312) 666-5692
Web: www.hacia.info
Attn: Rafael Hernandez, Executive Director

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone #: (773) 252-5211
Fax #: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com
Attn: D. Lorenzo Padron, Chairman

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Successful Independent Network Association (Sin)
Street Address: Mailing Address:
2100 W. Washington P.O. Box 1113
Chicago, IL 60612 Chicago, IL 60608
Phone #: (773) 271-1364
Fax #: (773) 271-1364
Web: None
Attn: Diane Jones, President
Attn: Arnette King, General Manager

Triton College
Small Business Development Center
2000 Fifth Avenue
Room D-104
River Grove, IL 60171
Phone #: (708) 456-0300 Ext. 3593
Fax #: (708) 583-3118
Web: www.triton.edu
Email: gbarnes@triton.edu
Attn: Geoffrey Barnes, Coordinator

Uptown Center Hull House
4520 N. Beacon Street
Chicago, IL 60640
Phone #: (773) 561-3500
Fax #: (773) 561-3507
Web: www.hullhouse.org/edu.htm
Attn: Curt Roeschley, Director
Small Business Development

Women's Business Development Center
8 South Michigan Avenue
Suite 400
Chicago, IL 60603
Phone #: (312) 853-3477
Fax #: (312) 853-0145
Web: www.wbdc.org
Attn: Hedy Ratner, Executive Director

Revised 10-07-03

Illinois Hispanic Chamber of Commerce (Formerly
MACC)
33 N. LaSalle Street
Suite 1720
Chicago, IL 60602
Phone #: (312) 372-3010
Fax #: (312) 372-3403
Web: www.maccbusiness.com
Attn: Juan Ochoa, President & CEO

National Association of Women Business Owners
Chicago Chapter
330 S. Wells Street
Suite 1110
Chicago, IL 60606
Phone #: (312) 322-0990
Fax #: (312) 461-0238
Web: www.nawbochicago.org
Email: info@nawbochicago.com
Attn: Diane Middlebrooks, President

Rainbow/Push Coalition
930 E. 50th Street
Chicago, IL 60615
Phone #: (773) 256-2728
Fax #: (773) 256-2751
Web: www.rainbowpush.org
Attn: Angela Johnson, Deputy Director Trade Bureau

Suburban Black Contractors
848 Dodge Avenue
Suite 347
Evanston, IL 60202
Phone #: (847) 359-5356
Fax #: (847) 359-5367
Web: None
Attn: Larry Bullock, President

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6. ATTACHMENT B

On Bidder/proposer's Letterhead)

(Date)

Re: Specification No. 9567

Description: Hygienic Toilet Seat Maintenance Program

(Assist Agency Name and Address)

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

at _____
Name of Company Representative

_____ Address/phone

within (10) ten working 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 fifteen (15) working days of your receipt of this letter to:

Eric J. Griggs, Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

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

Sincerely,

7. 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 on 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/WBEs 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: _____

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

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

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

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

F. 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:

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 ventures work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

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

Note: 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.

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 ventures 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 _____

(SEAL)

My Commission Expires: _____

8. SCHEDULE C-1

Name of Project/Contract: Hygienic Toilet Seat Maintenance Program
Specification Number: 9567

From: _____
(Name of MBE/WBE Firm)

MBE: Yes ___ No ___
WBE: Yes ___ No ___

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

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

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

If more space is needed to fully describe the MBE/WBE firms proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner, President or Authorized Agent of MBE/WBE)

Name /Title (Print)

Date

Phone

SPECIMEN COPY

9. SCHEDULE D-1

AFFIDAVIT OF MBE/WBE GOAL IMPLEMENTATION PLAN

Contract Name: Hygienic Toilet Seat Maintenance Program

Specification No.: 9567

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

Name of Bidder/Proposer

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 (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 certified MBE or WBE firm, attach copy of the City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. 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 and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes ____ No ____*

*(see next page)

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____* *(see next page)
3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____* *(see next page)
4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____* *(see next page)
5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____* *(see next page)
6. Attach additional sheets as needed *(see next page)

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

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:

A. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____*

B. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____*

C. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
Schedule C-1 attached? Yes ____ No ____*

D. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

Schedule C-1 attached? Yes ____ No ____*

E. Attach additional sheets as needed.

*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

III. Summary of MBE/WBE Proposal:

A. MBE Proposal

1. MBE Direct Participation (from Section I.)

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

2. MBE Indirect Participation (from Section II.)

MBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation	\$ _____	_____ %

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation	\$ _____	_____ %

2. WBE Indirect Participation (from Section II.)

WBE Firm Name	Dollar Amount	Percent
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name: _____

Phone Number: _____

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____(date)

by _____(name /s of person/s)

as _____(type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument executed)

Signature of Notary Public

(Seal)

10. DBE/MBE/WBE UTILIZATION REPORT

NOTICE: **THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION.** IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.

Contract Administrator: _____
 Phone No. _____

Specification No. 9567
 Contract No. _____
 Date of Award: _____
 Utilization Report No. _____

STATE OF: (_____)

COUNTY (CITY) OF: (_____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
 (Title - Print or Type)

and duly authorized representative of _____
 (Name of Company - Print or Type)

_____ (_____) _____
 (Address of Company) (Phone)

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

DBE/MBE/WBE Firm Name	Indicate Type of Firm (DBE/MBE/WBE)	Amount of Contract	Amount Paid To-Date
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

Amount Billed to City: \$ _____

Amount Paid to Prime Contractor: \$ _____

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For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)

DBE/MBE/WBE Name	Description of Work/Services and/or Goods Provided
------------------	--

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

SPECIMEN COPY

11. DETAILED SPECIFICATIONS

11.1. SCOPE OF WORK

- A. The Contractor must furnish all supervision, labor, parts, equipment, material and incidental goods and services necessary to install, maintain and service the Hygienic Toilet Seat Program at Chicago O'Hare International Airport (O'Hare).
- B. Six hundred twenty two (622) hygienic toilet seats are located in one hundred twenty five (125) restrooms located in Terminal 1, Terminal 2, Terminal 3, the Rotunda, Concourse G, Transportation Center and CTA Level (Exhibit 1). The number of toilets may be increased by up to one hundred (100) and the number of restrooms may be increased to an additional twenty (20) at no additional cost to monthly maintenance.
- C. All costs including the initial installation of all new seats are incidental to the Contractor beyond items listed and described on Proposal Page(s). The price quoted for each item is the full bid price, including delivery to destination, all transportation and handling charges, material or service costs, patent royalties, installation and all other overhead charges of every kind and nature.
- D. The Contractors' cost of furnishing spare parts is incidental to the Contract and will NOT be separately reimbursed. The seats are the property of the City of Chicago once installed.

The cost of replacement plastic will be based upon sleeve (individual seatings) usage rather than the cost per roll.

11.2. MINIMUM PRODUCT REQUIREMENTS

- A. The following features are required but not limited to any hygienic toilet seat system used at O'Hare:
 - 1. Digital Display which shows remaining usage.
 - 2. System must be activated touch free (i.e. electronic eye).
 - 3. Time out feature which prevents intentional or accidental activation. Time out will be no less than 20 seconds and no more than 30 seconds.
 - 4. All mechanical and electrical parts of the system must be secure, sanitary and compliant with all City of Chicago Building Codes.
 - 5. Activation and operational instructions using both text and graphics in English, Spanish and Braille. Additional languages if possible.
 - 6. Hygienic toilets and activation must meet the American with Disabilities standards (ADA).
 - 7. Plastic used for molded parts must be fire retardant.

11.3. HYGIENIC TOILET SEAT INSTALLATION

- A. The Contractor may utilize all or part of the existing system on a temporary, transitional or permanent basis provided the Contractor demonstrates its ability to service and maintain the existing system. Any parts of the system not utilized by the Contractor, must be legally disposed of by the Contractor at no additional cost to the City.

The current Hygienic Toilet Seat System, together with the wiring and transformers associated with the system, are currently installed in all of the restrooms identified in Exhibit 1.

- B. The Contractor will provide a detailed installation schedule for the new hygienic toilet seat. The removal of the old system and installation of the new system will be completed within ninety (90) days from the starting date of the Contract. The Contractor will be responsible for the following:
1. Installation will take place between the hours of 10:00 p.m. and 5:00 a.m. Restrooms must be open for public use between 6:00 a.m. and 10:00 p.m. daily.
 2. The Contractor must obtain all necessary permits before the removal of old system and starting of new installation.
 3. The Contractor will warrant and represent that the installation, including all electrical wiring and electronic equipment conforms to the City Building Codes.
 4. All wiring must be tamper resistant insuring personal safety, hygiene and prevention of equipment failure.
 5. The motor and other electrical parts must be "splash proof" to allow for thorough cleaning and sanitation of the units and to minimize damage caused by electrical shorts from urine or liquids used in cleaning.
 6. Transformers must have a dedicated fuse for each unit with a maximum of four (4) units that can be run.
 7. A non-corroding stainless steel bracket will be used to install/secure the unit to the seat.
 8. The Contractor must provide DOA with "As Built" drawings upon completion of installation.
 9. The Contractor must adhere to the schedule approved by DOA's Commissioner.
 10. DOA may oversee any installation of work being done by the Contractor.

11.4. SERVICE AND MAINTENANCE OF THE HYGIENIC TOILET SEAT SYSTEM

- A. Contractor must service and replace all parts/materials as needed for the Hygienic Toilet Seat system, including but not limited to repair and replacement of any and all parts or equipment that is damaged, broken, inoperable and/or defective. Contractor will, at no additional cost, repair and replace parts and equipment damaged or otherwise made inoperable as a result of sabotage, vandalism or other acts of a third party.
- B. Contractor must furnish all tools, cleaning supplies and equipment necessary to stock and maintain the system. Contractor must supply the Facilities Section of DOA Material Safety Data Sheets (MSDS) on all cleaning chemical, deodorizers and/or sanitizers and maintain copies in Contractor's work space at the Airport. The Contractor's cost of furnishing spare parts is incidental to the Contract and will not be separately reimbursed.
- C. Contractor's service hours must conform to the service requirements of the Hygienic Toilet System and the operational requirements of the DOA. Contractor's service of the Hygienic Toilet Seat system will include maintenance of the seats in a clean and sanitary condition at all times.
- D. Contractor must check and inspect each Hygienic Toilet Seat at least once every four (4) hours between the hours of 6:00 a.m. and 10:00 p.m. each day 365 days a year. At the time of each inspection, Contractor will determine whether the plastic sleeve roll should be replaced. Any seat or activator that is found to be broken or inoperable, will be scheduled by the Contractor to be repaired or replaced prior to or at the time of the next scheduled inspection.
- E. Contractor must provide personnel as necessary to perform the scheduled service and to ensure prompt response to service and repair calls. Minimum staffing of service people will be five (5) on

days and afternoon shift, three (3) on midnights, with a supervisor on site each shift. The Contractor must respond to repair and service calls within 30 minutes.

- F. The Preventative Maintenance Program / Deep Cleaning will take place every thirty (30) days. Each unit will be completely removed, disassembled and sanitized in the Contractor's Staging Area. The Contractor will have replacement units in stock to complete this task without interruption of service.
- G. The Contractor will provide and install a stainless steel sink (three bowl sink is recommended) and an electric hot water heater in the assigned staging area. Contractor is responsible for all permits.

11.5. PLASTIC SLEEVES

The plastic must be high strength in tension characteristic, must have the ability to resist penetration, must be durable and resist snags. The plastic must be puncture and tear resistant and be able to resist distortion. Tensile test should demonstrate that plastic is able to withstand in excess of a twenty (20) pound load. Product must be produced by a blown extrusion method. Tear(s) in plastic should not cause a system failure.

11.6. PLASTIC ROLLS

- A. The Contractor must maintain an inventory of plastic sleeve rolls at the Airport. A minimum of 50,000 seatings must be in inventory at all times (25,000 on site and 25,000 offsite). Off site storage must be located to allow for same day delivery service.
- B. The maximum number of seatings per roll will not exceed two hundred (200) and will not be less than one hundred (100).
- C. DOA will determine the usage levels of restrooms at O'Hare. DOA reserves the right to audit the number of plastic rolls / seatings used and can require the Contractor to justify any increases at a given location (i.e. increased traffic volumes etc.).

11.7. SPARE PARTS

The Contractor must maintain an inventory of spare parts sufficient to ensure DOA that necessary parts are available when needed. In addition to the units used in the Preventative Maintenance Program/Deep Cleaning the Contractor must stock a minimum of two hundred (200) of each of these items:

- 1. Molded plastic parts
- 2. Electronic parts
- 3. Unit motors.

The Contractor's cost of furnishing spare parts is incidental to the Contract and will not be reimbursed separately.

11.8. DOA INSPECTIONS

The Commissioner or Commissioner's representative reserves the right to test and inspect the Hygienic Toilet Seat system, equipment, Contractor's stock room, communication devices. Transportation equipment and any materials (i.e. seating count) used at the Airport may be tested or inspected at any time without notice to the Contractor.

11.9. COMMUNICATION DEVICES

- A. Contractor must provide a twenty-four (24) hour answering service to respond to inquiries from DOA regarding the Hygienic Toilet Seat system, components or service calls.

- B. The Contractor must provide service and maintenance personnel communication devices that insure two-way communication between the Contractor's base and individuals on duty at the Airport.
- C. DOA must be able to have direct contact with the Supervisors via pager or phone between 24 hours per day at no additional cost to the City.

11.10. TRANSPORTATION WITHIN SERVICE AREAS

- A. Contractor must furnish a minimum of two (2) battery powered carts (i.e. Cushman Carts) and seven (7) utility carts for use by its maintenance and service personnel.
- B. Carts will remain property of the Contractor and the Contractor is responsible for the maintenance and the safe operation of all equipment.
- C. The carts must always be presentable and in good working order.

11.11. UNIFORMS

- A. Contractor's service personnel must wear appropriate uniforms provided by the Contractor at no additional cost to the City. The Commissioner has the right of approval of all uniforms.
- B. Department of Aviation ID badges are required to be displayed (above the waist) at all times while on Airport property except when the Badge itself becomes a safety hazard.

11.12. SERVICE AND MAINTENANCE OF LIFT STATIONS

Contractor must provide scheduled semi-monthly service of the two (2) sanitary lift stations. The lift stations (Miami Beach and Alligator Alley) wells/pits will be cleaned out by a Vactor Truck. Contractor cost is incidental to the Contract and will NOT be separately reimbursed.

11.13. REPORTING

- A. All complaints or comments received by the Contractor regarding the system, repairs, maintenance or employees will be immediately submitted to the Commissioner in writing or by electronic methods (i.e. Fax or e-mail).
- B. The Commissioner will be responsible for responding to all complaints and comment received.
- C. The Contractor must not correspond or otherwise communicate with the public except as instructed in writing (i.e. Fax or e-mail) by the Commissioner. The response will be in a form and format approved by the Commissioner.
- D. DOA reserves the right of approval on all reporting forms. DOA will notify the Contractor two (2) weeks in advance of any changes in the reporting system.
- E. DOA reserves the right to require a written justification for any increases in plastic roll/seating usage throughout the term of the Contract.
- F. DOA has an auditing system in place to verify seating usage.

11.14. SIGNAGE

Contractor must display signs regarding activation and operational instructions using both text and graphics in English, Spanish and Braille in each toilet location. Additional languages may be used.

11.15. AMERICAN WITH DISABILITIES ACT

Hygienic toilets and activation must meet American with Disabilities Standards.

11.16. 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 outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

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12. FMPS PROPOSAL PAGES

SPECIMEN COPY

13. CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

FOR CITY USE

SPECIMEN COPY

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be interrupted.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

WHO MUST SUBMIT AN EDS:

1. **Applicants:** Any individual or entity (the "Applicant") making an application to the City for action requiring City Council or other City agency approval must file this EDS.
2. **Entities holding an interest in the Applicant:** Generally, whenever an ownership interest in the Applicant (for example, shares of stock of the Applicant or a limited partnership interest in the Applicant) is held or owned by a legal entity (for example, a corporation or partnership, rather than an individual) each such legal entity must also file an EDS on its own behalf, and any parent of that legal entity must do so until individual owners are disclosed. **However**, if an entity filing an EDS is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, only those shareholders that own 10% or more of that filing entity's stock must file EDSs on their own behalf.

ACKNOWLEDGMENT OF POSSIBLE CREDIT AND OTHER CHECKS: By completing and filing this EDS, the Undersigned acknowledges and agrees, on behalf of itself and the entities or individuals named in this EDS, that the City may investigate the creditworthiness of some or all of the entities or individuals named in this EDS.

CERTIFYING THIS EDS: Execute the certification on the date of the initial submission of this EDS. You may be asked to re-certify this EDS on the last page as of the date of submission of any related ordinance to the City Council, or as of the date of the closing of your transaction.

PUBLIC DISCLOSURE: It is the City's policy to make this document available to the public on its Internet site and/or upon request.

GENERAL INFORMATION

Date this EDS is completed: _____

A. Who is submitting this EDS? That individual or entity will be the "Undersigned" throughout this EDS.

NOTE: The Undersigned is the individual or entity submitting this EDS, whether the Undersigned is an Applicant or is an entity holding an interest in the Applicant. This EDS requires certain disclosures and certifications from Applicants that are not required from entities holding an interest in the Applicant. When completing this EDS, please observe whether the section you are completing applies only to Applicants.

[] Check here if the Undersigned is filing this EDS as an Applicant.

[] Check here if the Undersigned is filing as an entity holding an interest in an Applicant.

Also, please identify the Applicant in which this entity holds an interest:

B. Business address of the Undersigned: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

E. Tax identification number (optional): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location if applicable):

G. Is the Matter a procurement? Yes No

H. If a procurement, Specification No. 9567 and Contract No. {{CONTRACTNUMBER}}

I. If not a procurement:

1. City Agency requesting EDS: _____

2. City action requested (e.g. loan, grant, sale of property):

3. If property involved, list property location:

13.1. SECTION ONE: DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF ENTITY

1. Indicate whether the Undersigned is an individual or legal entity:

- Individual
- Limited Liability Company
- Business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3)?
 Yes No
- General partnership
- Other entity (please specify)
- Limited partnership _____

2. State of incorporation or organization, if applicable

3. For legal entities not organized in the State of Illinois: Is the organization authorized to do business in the State of Illinois as a foreign entity?
 Yes No N/A

B. ORGANIZATION INFORMATION

1. IF THE UNDERSIGNED IS A CORPORATION:

a. List below the names and titles of all executive officers and all directors of the corporation. For not-for-profit corporations, also list below any executive director of the corporation, and indicate all members, if any, who are legal entities. If there are no such members, write "no members."

Name	Title
_____	_____
_____	_____
_____	_____

b(1). If the Matter is a procurement and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 7.5% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

b(2). If the Matter **is not** a procurement, and the Undersigned is a corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, please provide the following information concerning shareholders who own shares equal to or in excess of 10% of the corporation's outstanding shares.

Name	Business Address	Percentage Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

c. For corporations that **are not** registered on a national securities exchange pursuant to the Securities Exchange Act of 1934, list below the name, business address and percentage of ownership interest of each shareholder.

Name	Business Address	Percentage Interest
_____	_____	_____
_____	_____	_____

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2. IF THE UNDERSIGNED IS A PARTNERSHIP OR JOINT VENTURE:

For general or limited partnerships or joint ventures: list below the name, business address and percentage of ownership interest of each partner. For limited partnerships, indicate whether each partner is a general partner or a limited partner.

Name	Business Address	Percentage Interest
------	------------------	---------------------

3. IF THE UNDERSIGNED IS A LIMITED LIABILITY COMPANY:

a. List below the name, business address and percentage of ownership interest of each (i) member and (ii) manager. If there are no managers, write "no managers," and indicate how the company is managed.

Name	Business Address	Percentage Interest
------	------------------	---------------------

b. List below the names and titles of all officers, if any. If there are no officers, write "no officers."

Name	Title
------	-------

4. IF THE UNDERSIGNED IS A LAND TRUST, BUSINESS TRUST, ESTATE OR OTHER SIMILAR ENTITY:

a. List below the name and business address of each individual or legal entity holding legal title to the property that is the subject of the trust.

Name	Business Address
------	------------------

b. List below the name, business address and percentage of beneficial interest of each beneficiary on whose behalf title is held.

Name	Business Address	Percentage Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. IF THE UNDERSIGNED IS ANY OTHER LEGAL ENTITY, first describe the entity, then provide the name, business address, and the percentage of interest of all individuals or legal entities having an ownership or other beneficial interest in the entity.

Describe the entity:

13.2. SECTION TWO: BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

A. DEFINITIONS AND DISCLOSURE REQUIREMENT

1. The Undersigned must indicate whether it had a "business relationship" with a City elected official in the 12 months before the date this EDS is signed.

2. Pursuant to Chapter 2-156 of the Municipal Code of Chicago (the "Municipal Code"), a **"business relationship"** means any "contractual or other private business dealing" of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a "financial interest," with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; but a "financial interest" does not include: (i) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended, (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" does not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

B. CERTIFICATION

1. Has the Undersigned had a "business relationship" with any City elected official in the 12 months before the date this EDS is signed?
 Yes No

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If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

13.3. SECTION THREE: DISCLOSURE OF RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. The Undersigned must disclose certain information about attorneys, lobbyists, accountants, consultants, subcontractors, and any other person whom the Undersigned has retained or expects to retain in connection with the Matter. In particular, the Undersigned must disclose the name of each such person, his/her business address, the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Undersigned is not required to disclose employees who are paid solely through the Undersigned's regular payroll.

"Lobbyist" means any person (i) who, for compensation or on behalf of any person other than himself, undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

2. If the Undersigned is uncertain whether a disclosure is required under this Section, the Undersigned must either ask the City whether disclosure is required or make the disclosure.

B. CERTIFICATION

Each and every attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained directly by the Undersigned with respect to or in connection with the Matter is listed below [begin list here, add sheets as necessary]:

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Undersigned (attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
--	------------------	--	---

* Indicate whether retained or anticipated to be retained

** Attorney, lobbyist, etc.

*** Indicate whether paid or estimated

[] CHECK HERE IF NO SUCH INDIVIDUALS HAVE BEEN RETAINED BY THE UNDERSIGNED OR ARE ANTICIPATED TO BE RETAINED BY THE UNDERSIGNED.

13.4. SECTION FOUR: CERTIFICATIONS

I. CERTIFICATION OF COMPLIANCE

For purposes of the certifications in A, B, and C below, the term "affiliate" means any individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government,

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including the City, using substantially the same management, ownership, or principals as the ineligible entity.

A. The Undersigned is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Undersigned or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes. If there are any such delinquencies, note them below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. The Undersigned and its affiliates have not, in the past five years, been found in violation of any City, state or federal environmental law or regulation. If there have been any such violations, note them below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

C. If the Undersigned is the Applicant, the Undersigned and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

D. If the Undersigned is the Applicant, the Undersigned will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Section Four, I, (A-C) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Undersigned has reason to believe has not provided or cannot provide truthful certifications.

If the Undersigned is unable to make the certifications required in Section Four, paragraph I (C) and (D) above, provide an explanation:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

II. CHILD SUPPORT OBLIGATIONS - CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this part, "Substantial Owner" means any individual who, directly or indirectly, owns or holds a 10% or more interest in the Undersigned. Note: This may include individuals disclosed in Section One (Disclosure of Ownership Interests), and individuals disclosed in an EDS filed by an entity holding an interest in the Applicant.

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If the Undersigned's response below is #1 or #2, then all of the Undersigned's Substantial Owners must remain in compliance with any such child support obligations until the Matter is completed. Failure of the Undersigned's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either #1 or #2 constitutes an event of default.

Check one:

___ 1. No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County, Illinois or by another Illinois court of competent jurisdiction.

___ 2. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, **and** all such Substantial Owners are in compliance with such agreements.

___ 3. The Circuit Court of Cook County, Illinois or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations **and** (a) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; **or** (b) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; **or** both (a) and (b).

___ 4. There are no Substantial Owners.

III. FURTHER CERTIFICATIONS

A. The Undersigned and, if the Undersigned is a legal entity, its principals (officers, directors, partners, members, managers, executive director):

1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

2. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

3. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause (A)(2) of this section;

4. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

5. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, in any criminal or civil action instituted by the City or by the federal government, any state, or any other unit of local government.

B. The certifications in subparts B and D concern:

the Undersigned;

- any party participating in the performance of the Matter ("an **Applicable Party**");
- any "**Affiliated Entity**" (meaning an individual or entity that, directly or indirectly: controls the Undersigned, is controlled by the Undersigned, or is, with the Undersigned, under common control of another individual or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible

entity); with respect to Applicable Parties, the term Affiliated Entity means an individual or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another individual or entity;

- any responsible official of the Undersigned, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Undersigned, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Undersigned, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Undersigned, nor any Applicable Party, nor any Affiliated Entity of either the Undersigned or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

1. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
2. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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
3. made an admission of such conduct described in (1) or (2) above that is a matter of record, but have not been prosecuted for such conduct; or
4. violated the provisions of Section 2-92-610 of the Municipal Code (**Living Wage Ordinance**).

C. The Undersigned understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

D. Neither the Undersigned, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

E. If the Undersigned is unable to certify to any of the above statements in this Part III, the Undersigned must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

IV. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part IV, under Section 2-32-455(b) of the Municipal Code, the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential

Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. [Additional definitions may be found in Section 2-32-455(b) of the Municipal Code.]

A. CERTIFICATION

The Undersigned certifies that the Undersigned [check one]

_____ is

_____ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

B. If the Undersigned IS a financial institution, then the Undersigned pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Undersigned is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

V. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part V.

1. In accordance with Section 2-156-110 of the Municipal Code:

Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person in the Matter?

Yes No

NOTE: If you answered "No" to Item V(1), you are not required to answer Items V(2) or (3) below. Instead, review the certification in Item V(4) and then proceed to Part VI. If you answered "Yes" to Item V(1), you must first respond to Item V(2) and provide the information requested in Item V(3). After responding to those items, review the certification in Item V(4) and proceed to Part VI.

2. Unless sold pursuant to a process of competitive bidding, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part V.

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Does the Matter involve a City Property Sale?
 Yes No

3. If you answered "yes" to Item V(1), provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Undersigned further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

VI. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Undersigned must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either (1) or (2) below. If the Undersigned checks (2), the Undersigned must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph (2).

___1. The Undersigned verifies that (a) the Undersigned has searched any and all records of the Undersigned and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Undersigned has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___2. The Undersigned verifies that, as a result of conducting the search in step (1)(a) above, the Undersigned has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Undersigned verifies that the following constitutes full disclosure of all such records:

13.5. SECTION FIVE: CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

I. CERTIFICATION REGARDING LOBBYING

A. List below the names of all individuals registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Undersigned with respect to the Matter: [Begin list here, add sheets as necessary]:

_____ [If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Undersigned means that NO individuals registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Undersigned with respect to the Matter.]

B. The Undersigned has not spent and will not expend any federally appropriated funds to pay any individual listed in Paragraph (A) above for his or her lobbying activities or to pay any individual to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

C. The Undersigned will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs I(A) and I(B) above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Undersigned must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

D. The Undersigned certifies that either (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

E. If the Undersigned is the Applicant, the Undersigned must obtain certifications equal in form and substance to paragraphs I(A) through I(D) above from all subcontractors before it awards any subcontract and the Undersigned must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

II. CERTIFICATION REGARDING NONSEGREGATED FACILITIES

A. If the Undersigned is the Applicant, the Undersigned does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

"Segregated facilities," as used in this provision, means any waiting rooms, work areas, restrooms, washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of habit, local or employee custom, or otherwise.

However, separated or single-user restrooms and necessary dressing or sleeping areas must be provided to assure privacy between the sexes.

B. If the Undersigned is the Applicant and the Matter is federally funded, the Undersigned will, before the award of subcontracts (if any), obtain identical certifications from proposed subcontractors under which the subcontractor will be subject to the Equal Opportunity Clause. Contracts and subcontracts exceeding \$10,000, or having an aggregate value exceeding \$10,000 in any 12-month period, are generally subject to the Equal Opportunity Clause. See 41 CFR Part 60 for further information regarding the Equal Opportunity Clause. The Undersigned must retain the certifications required by this paragraph (B) for the

duration of the contract (if any) and must make such certifications promptly available to the City upon request.

C. If the Undersigned is the Applicant and the Matter is federally funded, the Applicant will forward the notice set forth below to proposed subcontractors:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

Subcontractors must submit to the Contractor a Certification of Nonsegregated Facilities before the award of any subcontract under which the subcontractor will be subject to the federal Equal Opportunity Clause. The subcontractor may submit such certifications either for each subcontract or for all subcontracts during a period (e.g., quarterly, semiannually, or annually).

III. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Federal regulations require prospective contractors for federally funded Matters (e.g., the Applicant) and proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations. **(NOTE: This Part III is to be completed only if the Undersigned is the Applicant.)**

A. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No N/A

B. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No N/A

C. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No N/A

13.6. SECTION SIX: NOTICE AND ACKNOWLEDGMENT REGARDING CITY GOVERNMENTAL ETHICS AND CAMPAIGN FINANCE ORDINANCES

The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on individuals or entities seeking City contracts, work, business, or transactions. The Board of Ethics has developed an ethics training program for such individuals and entities. The full text of these ordinances and the training program is available on line at www.cityofchicago.org/Ethics/, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The following is descriptive only and does not purport to cover every aspect of Chapters 2-156 and 2-164 of the Municipal Code. The Undersigned must comply fully with the applicable ordinances.

BY CHECKING THIS BOX THE UNDERSIGNED ACKNOWLEDGES THAT THE UNDERSIGNED UNDERSTANDS THAT THE CITY'S GOVERNMENTAL ETHICS AND CAMPAIGN FINANCING ORDINANCES, AMONG OTHER THINGS:

1) Provide that any contract negotiated, entered into or performed in violation of the City's ethics laws can be voided by the City.

2) Limit the gifts and favors any individual or entity can give, or offer to give, to any City official, employee, contractor or candidate for elected City office or the spouse or minor child of any of them, including:

a) any cash gift or any anonymous gift; and

- b) any gift based on a mutual understanding that the City official's or employee's or City contractor's actions or decisions will be influenced in any way by the gift.
- 3) Prohibit any City elected official or City employee from having a financial interest, directly or indirectly, in any contract, work, transaction or business of the City, if that interest has a cost or present value of \$5,000 or more, or if that interest entitles the owner to receive more than \$2,500 per year.
- 4) Prohibit any appointed City official from engaging in any contract, work, transaction or business of the City, unless the matter is wholly unrelated to the appointed official's duties or responsibilities.
- 5) Provide that City employees and officials, or their spouses or minor children, cannot receive compensation or anything of value in return for advice or assistance on matters concerning the operation or business of the City, unless their services are wholly unrelated to their City duties and responsibilities.
- 6) Provide that former City employees and officials cannot, for a period of one year after their City employment ceases, assist or represent another on any matter involving the City if, while with the City, they were personally and substantially involved in the same matter.
- 7) Provide that former City employees and officials cannot ever assist or represent another on a City contract if, while with the City, they were personally involved in or directly supervised the formulation, negotiation or execution of that contract.

13.7. SECTION SEVEN: CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Undersigned understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Undersigned understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Undersigned's participation in the Matter and/or declining to allow the Undersigned to participate in other transactions with the City.
- C. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Undersigned waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- D. The Undersigned has not withheld or reserved any disclosures as to economic interests in the Undersigned, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.
- E. The information provided in this EDS must be kept current. In the event of changes, the Undersigned must supplement this EDS up to the time the City takes action on the Matter.

CERTIFICATION

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

(Print or type name of individual or legal entity submitting this EDS)

Date: _____

By:

(sign here)

Print or type name of signatory:

Title of signatory:

Subscribed to before me on [date] _____, at _____ County, _____ [state].

Commission expires: _____.

(DO NOT SUBMIT THIS PAGE WITH YOUR EDS. The purpose of this page is for you to recertify your EDS prior to submission to City Council or on the date of closing. If unable to recertify truthfully, the Undersigned must complete a new EDS with correct or corrected information)

SPECIMEN COPY

RECERTIFICATION

Generally, for use with City Council matters. Not for City procurements unless requested.

This recertification is being submitted in connection with _____ [identify the Matter]. Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS recertification on behalf of the Undersigned, (2) warrants that all certifications and statements contained in the Undersigned's original EDS are true, accurate and complete as of the date furnished to the City and continue to be true, accurate and complete as of the date of this recertification, and (3) reaffirms its acknowledgments.

(Print or type name of individual or legal entity submitting this recertification)

Date: _____

By:

(sign here)

Print or type name of signatory:

Title of signatory:

Subscribed to before me on [date] _____, at _____ County, _____ [state].

_____ Notary Public.

Commission expires: _____.

SP
CIM
MEN
CO
PY

14. PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received Specification No. 9567 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

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.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
(Affix Corporate Seal)

Corporate Secretary Signature

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as President (or other authorized officer) and
_____ as Secretary of _____ (Corporation Name).

(Seal)

Notary Public Signature

Commission Expires: _____

SEAL COPY

15. PROPOSAL TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received Specification No. 9567 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 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.

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.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder 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: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this _____ day of _____, 20____.

(Seal)

Notary Public Signature

Commission Expires: _____

SEAL COPY

16. PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received Specification No. 9567 containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 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.

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.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20 ____ by _____ (name/s of person/s)

Notary Public Signature

(Seal)

Commission Expires: _____

SCANNED COPY

17. PROPOSAL ACCEPTANCE

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.

Total Amount of Contract: \$ _____

Fund Chargeable: _____

Mayor

City Comptroller

Chief Procurement Officer

Contract Awarded and Released on this _____ day of _____, 20 ____

Approved as to form and legality:

Assistant Corporation Counsel

(REV. 6/30/2000)

18. INSURANCE CERTIFICATE OF COVERAGE

SPECIMEN COPY