

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
AIRPORT NOISE MANAGEMENT SERVICES

Specification No. 113778

Required for use by:

CITY OF CHICAGO
(Chicago Department of Aviation)



CITY OF CHICAGO
(Department of Procurement Services)

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

Jamie L. Rhee, Chief Procurement Officer
Attention: Robert Stuart, Senior Procurement Specialist
City Hall, Department of Procurement Services, Bid & Bond Room 301
121 N. LaSalle Street
Chicago, Illinois 60602

**ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M., CENTRAL TIME,
ON AUGUST 28, 2013.**

RAHM EMANUEL
MAYOR

JAMIE L.RHEE
CHIEF PROCUREMENT OFFICER

SUBMITTAL CHECKLIST

This checklist is provided for ease of review of the Respondent's submittal content; however, it is the responsibility of the Respondent to ensure that all the required material requested in this RFQ is addressed and included in the Respondent's submittal.

Volume I - Required Content

- Cover Letter
- Executive Summary and Associated Information
 - Respondent's Legal Entity Contracting Information
 - Joint Venture Agreement including Schedule B and Disclosures as appropriate
 - LLC Operating Agreement and Disclosures as appropriate
 - Licensing Information
- Company Profile
- Project Understanding and Approach (plus Team Organizational Chart)
- Professional Qualifications and Specialized Experience (plus Project Reference Forms)
- Expertise and Experience of Key Staff/Resumes
- DBE Participation Narrative

Volume II - Required Content

- Conflict of Interests
- Respondent's Corporate History
- Legal Actions Form and other Required Information
- Financial Statements
- Economic Disclosure Statement and Affidavit
- DBE Documentation
 - Schedule C-1 for each proposed DBE Subcontractor
 - Letter of Certification from City of Chicago for each proposed DBE Subcontractor
 - Schedule D-1
- Evidence of Insurability

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I. GENERAL INFORMATION

The City of Chicago ("City"), acting through its Chicago Department of Aviation ("Department or CDA"), invites the submission of Qualifications ("Statement of Qualifications" or "SOQs") for Airport Noise Management Services. The intent of this Request for Qualifications ("RFQ") is to select one qualified Respondent proposing to provide the Scope of Services ("Services") under the terms that the City deems to be the most advantageous to the City.

"Respondent(s)" means the entities that submit Statement of Qualifications ("Submittals") in response to this RFQ. The Respondent awarded an Agreement pursuant to this RFQ, if any, sometimes referred to herein as "Contractor". "Agreement" refers to a Contract awarded to a Contractor.

A. Scope of Service

The Services requested in this RFQ are described more fully in **Exhibit 1, Scope of Services**, of this RFQ.

B. Term of Services

The City intends to award a Contract pursuant to this RFQ solicitation for a base contract period of five (5) years.

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

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("DPS") regarding this RFQ. All questions or requests for clarification must be submitted to the following e-mail address: bidclarification@cityofchicago.org. The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFQ, and must refer to "Request for Qualifications (RFQ) for Airport Noise Management Services, Specification No. 113778." The specification number must appear in the subject line of the e-mail. No telephone calls will be accepted.

All questions and requests for clarifications must be submitted no later than 4:00 p.m., Central Time, on **August 2, 2013** or no response will be provided except at the sole discretion of the Chief of Procurement Officer. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.

2. Pre-Submittal Conference/Site Visit

The City will hold a pre-submittal conference at the Aviation's Administration Building located at 10510 W. Zemke Road, Chicago, Illinois 60666 on **July 31, 2013** at 10:00 a.m., Central Time. Attendance is not mandatory however it is strongly encouraged. The City will address questions regarding the RFQ at the pre-submittal conference, and may respond both to questions or requests for clarification submitted on the day of the conference, and to questions submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications. The City of Chicago accepts no responsibility for timely delivery of materials, and Respondents are solely responsible for acquiring necessary information, addenda and/or materials.

3. RFQ Document Availability, Information Resources

Respondents should obtain this RFQ from the Bid & Bond Room 301 located at City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

Alternatively, Respondents may download the RFQ from URL address: www.cityofchicago.org/bids. All Respondents who choose to download the RFQ are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFQ document, the Respondent must contact the Bid & Bond Room by faxing a legible copy of Respondent's business card, referencing **Specification No. 113778** to fax number (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773 to register Respondent's company as an RFQ document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFQ. Respondents are responsible for obtaining all RFQ materials.

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

D. Deadline and Procedures for Submitting Statement of Qualifications ("SOQ")

1. Statement of Qualifications must be received by the Bid & Bond Room no later than 4:00 p.m., Central Time, on **August 28, 2013**.
2. The City may not accept submittals that are not received by the date and time set forth in Section I.D.1 above. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept a submittal received after the due date and time.

Failure by a messenger delivery service or printing service to meet the required deadline will not excuse the Respondent from the deadline requirement of this RFQ. Hand-carried Statement of Qualifications must be received in the depository located in the Bid & Bond Room 301 at City Hall. The actual time of the receipt of all Statement of Qualifications to this RFQ will be determined solely by the clock located in the Bid & Bond Room. It is the Respondent's sole responsibility to ensure that the Statement of Qualifications is received as required.

3. The Respondent submittals must be delivered to the following address:
Jamie L. Rhee, Chief Procurement Officer
City Hall - Department of Procurement Services
121 N. LaSalle Street, Bid & Bond Room 301
Chicago, Illinois 60602
Attention: Robert Stuart, Senior Procurement Specialist

- 4. Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies of the Statement of Qualifications (“SOQ”) on CD-ROM in PDF format. The electronic (PDF) version of the submittal must be in the form of a bound file per Volume containing all sections of the SOQ. Each CD-ROM should contain both Volumes of the SOQ. The original SOQ must be clearly marked as “ORIGINAL” and on all documents, requiring a signature must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in sealed envelopes or boxes. Respondents must submit their SOQs enclosed sealed envelopes, packages, or boxes, and addressed to the City of Chicago, Department of Procurement Services, Bid & Bond Room 301, City Hall, 121 N. LaSalle Street, Chicago, IL 60602. Statement of Qualifications packages in boxes must be dropped off in the Bid & Bond Room for date/time stamp during regular hours, 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday (except legal Holidays) prior to the date and time advertised. The Bid & Bond Room can be reached at (312) 744-3002 between the hours of 8:30 a.m. to 4:30 p.m., Central Time, Monday through Friday (excluding holidays).

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

Statement of Qualifications Enclosed
 RFQ for Airport Noise Management Services
 Specification No. 113778
 Due: 4:00 p.m., Central Time, **August 28, 2013**
 Submitted by: _____
 (Name of Respondent)
 Package ____ of ____

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

E. Procurement Timetable

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

Advertisement of Request for Qualifications.....	July 19, 2013
Pre-Submittal Conference.....	July 31, 2013
Question Cut-Off Date.....	August 2, 2013
Statement of Qualifications Due	August 28, 2013

F. Conflicts of Interests

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

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

Conflict of Interest: The Evaluation Committee (“EC”) will consider any information regarding Respondent, including information contained in Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to successfully perform the proposed Services or undermine the integrity of the competitive-procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing this RFQ or any other services related to this RFQ, such Respondent may be disqualified from further consideration.

II. REQUIRED INFORMATION

Each SOQ must contain all of the following documents and must conform to the following requirements:

A. Format

Hard copies of the SOQ responding to this RFQ should be prepared using a font no smaller than 12 point on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for Statement of Qualifications, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as no materials will be returned. One page equals one side of content (e.g. printing on both sides of an 8-1/2" x 11" piece of paper equals two pages).

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

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

The electronic version of the SOQ must, to the extent practicable, mimic the structure required for the hard copies (Original and Copies).

B. Volume I – Statement of Qualifications – Required Content

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

The SOQ must include the following information:

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

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

2. Executive Summary – limit of three (3) pages

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

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- E. Summarize Respondent's commitment to comply with the DBE requirements as stated in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment and Schedules, attached to this RFQ as **Exhibit 3, Sample Professional Services Contract**; and
- F. Respondent must identify any exceptions or objections it has to the City's Sample Professional Services Contract ("**Contract**"), a copy of which is attached hereto Exhibit 3 of this RFQ. Note that the City may from time to time revise this Contract. The City will not accept or entertain any exceptions or objections to the Contract at any time after receiving the submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the Agreement.

3. Company Profile – limit of one (1) page (plus any attachments required by the provisions below)

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

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

- a) Schedule B as shown in **Exhibit 4** if Respondent's joint venture team includes certified DBE firm(s), as applicable; and
- b) A Separate Online Economic Disclosure Statement and Affidavits ("**EDS**") for each joint venture partner. Instructions for filing online EDS are included in this RFQ.

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

Note that the EDS Certificate of Filing forms should be placed in Volume II of the SOQ.

4. Project Understanding and Approach – limit of ten (10) pages plus a Team Organizational Chart

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

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

The organizational chart may be printed on 11"x17" paper as long as the 11"x17" paper is not loose (must be bound to the rest of the volume) and is folded to fit within the confines of the volume (8-1/2" x 11").

5. Professional Qualifications, Capabilities, Resources, and Specialized Experience – limit of three (3) pages plus ten (10) pages for Project Reference Forms

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

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

6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project - limit of three (3) pages plus a Staff Organization chart plus Resumes

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

Project.

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

- b. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project.
- c. Respondent must submit resumes or corporate personnel profiles of all staff (maximum two pages per individual) which demonstrate relevant past experience for each proposed staff member and Key Personnel.
- d. Copies of the appropriate licenses and/or certifications do not count against the page restrictions for this section.

7. DBE Participation Plan and Commitment – limit of five (5) pages

Respondent must describe its plan for DBE participation and commitment to achieving meaningful technical and financial goals. The current DBE participation goal is **15%** of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of DBEs in prime contractor roles on City projects, the City urges Respondents to partner with DBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed DBE participation on a Respondent's team must include well-defined management roles and responsibilities for the DBE team members and must allocate to the DBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

C. Volume II – Representations and Certifications – Required Content

1. Conflict of Interests

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

2. Respondent's Corporate History

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

3. Legal Actions

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

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

4. Financial Statements

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

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

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

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

6. DBE Documentation

Respondent should describe its plan for DBE participation and commitment to achieving meaningful technical and financial goals. The current DBE participation goal is **15%** of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of DBEs in prime contractor roles on City projects, the City urges Respondents to partner with DBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed DBE participation on a Respondent's team must include well-defined management roles and responsibilities for the DBE team members and must allocate to the DBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

Respondents must comply with the Special Conditions Regarding Disadvantaged Business Enterprises Commitment attached as **Exhibit 4**. Failure to comply with this requirement may result in disqualification from this RFQ process.

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

7. Insurance

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

III. EVALUATION OF SUBMITTALS

A. Evaluation Committee and Short-listing Process

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

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

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

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the

Commissioner, those short-listed Respondents may be required to provide additional information, be subject to a site visit and/or, be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Statement of Qualifications and/or to ask Respondent to respond to additional questions. The format of the oral interviews may require short-listed Respondents to respond to technical questions presented in advance of or at the time of the interview.

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Key Personnel. The proposed Key Personnel must be prepared to address the subjects and requirements for these Services.

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

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

B. Evaluation Criteria

The City will review the Respondent's Statement of Qualifications using the following criteria (in no particular order of importance or evaluation weight):

1. Ability to provide and capacity to perform the Services described in Exhibit 1, Scope of Services, and Section II.B., above;
2. Technical and professional competence as evidenced by:
 - a. Respondent's professional qualifications, capabilities, resources, and specialized experience on projects of similar scope, complexity, and magnitude;
 - b. Respondent's professional qualifications, specialized experience and availability of Key Personnel;
3. Respondent's project understanding, approach, implementation plan, management techniques, required expertise and resources designed to facilitate effective decision-making, and stakeholder coordination and control; Preference will be given to firms with significant experience and knowledge of all components of the Services required per Exhibit 1, Scope of Services of this RFQ;
4. Completeness and comprehensiveness of Respondent's Response to this RFQ, compliance

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

5. Legal actions that might affect Respondent's ability to perform as contracted;
6. Financial capacity to deliver the required Services;
7. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the City;
8. Respondent's commitment to meet the DBE requirements identified in **Exhibit 4**;
9. Respondent's demonstrated ability to meet the compliance with Insurance Requirements identified in **Exhibit 5**;
10. Respondent's willingness to take no material exception(s) to Exhibit 3, Sample Professional Services Contract, attached to this RFQ.
11. Outcome of oral interviews including technical analysis and presentation (if requested by the City).

IV. CONFIDENTIALITY AND PUBLIC INFORMATION

Respondents may designate those portions of a response, which contain trade secrets, or other proprietary data ("**Data**") which Respondent desires remain confidential. If a Respondent includes Data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- A. Mark the title page as follows: "This submittal includes trade secrets or other proprietary Data that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Statement of Qualifications. The City, for purposes of this provision, will include any consultants assisting in the evaluation of the Statement of Qualifications. If, however, an Agreement is awarded to this Respondent as a result of or in connection with the submission of this Data, the City has the right to duplicate, use or disclose the Data to the extent provided in the resulting Agreement. This restriction does not limit the City's right to use information contained in the Data if it is obtained from another source without restriction. The Data subject to this restriction are contained in sheets (insert page numbers or other identification)."
- B. Mark each sheet or Data to be restricted with the following legend:
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Statement of Qualifications."
- C. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Statement of Qualifications as non-responsive.
- D. **All SOQs submitted to the City in response to this RFQ are subject to the Illinois Freedom of Information Act.** The City will make the final determination as to whether the information will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of

this information.

- E. Consistent with the City's practice of making available all information submitted in response to a public procurement all Statement of Qualifications, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFQ, and any information or documentation presented to City as part of the negotiation of an Agreement will be made publicly available through a website hosted by the City. Data will only remain confidential if Respondent has marked the documents containing such data in the manner required by this Section IV.

V. ADDITIONAL DETAILS OF THE RFQ PROCESS

A. Addenda

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

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

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

B. City's Rights to Reject Submittals (SOQ)

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

C. No Liability for Costs

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

D. Debriefing

If any Respondent requests a debriefing in writing, it may be granted at the discretion of the CPO only after the award of the Contract. **No EC member will individually debrief a Respondent at any time.**

VI. LEGAL ACTIONS

Please provide the information below. If the answer to any of the questions is “Yes”, provide a brief description or explanation on a separate sheet.

Question	Yes	No
1. Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2. Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers? If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation on separate page(s).		
3. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4. Within the last three years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?		
5. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging or bid-rotating?		
6. Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7. Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE, WBE, DBE and/or EEO?		
8. Has the firm or venture ever failed to complete any work awarded to it?		

VII. ECONOMIC DISCLOSURE STATEMENT (“EDS”) AND AFFIDAVIT AND APPENDIX A – EDS ONLINE INSTRUCTIONS

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

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

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

1.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING

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

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

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

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

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING

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

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

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

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address

- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

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

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package
 - _____ b. Cover page of City of Chicago bid/solicitation package
 - _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
 - _____ a. Name
 - _____ b. Address
 - _____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

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

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

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create

an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

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

Q: I forgot my user ID. Can I register again?

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

Q: I forgot my password. What should I do?

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

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

Q: What are the benefits of filing my Economic Disclosure statement electronically?

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

Q: Will my information be secure?

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

Q: I am filing electronically. How do I sign my EDS?

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

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out

your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

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

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

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

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

VIII. PROJECT REFERENCE FORM

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

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

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project: _____

Dollar Value of Project and Your Firm's Contract Value: _____

Key Personnel Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Exhibit 1: Scope of Services

I. General

The City of Chicago (the “City”), through its Chicago Department of Aviation (“CDA”), is strongly committed to its airport noise management programs for O’Hare International Airport and Midway International Airport (“O’Hare, “Midway”, and collectively “the Airports”). Key components of the noise management programs include noise monitoring, noise abatement, noise mitigation, and noise outreach. Although the earliest components of our program date back to the early 1980s, the programs that exist today were developed principally in the mid-1990s and enhanced and refined over the years.

This document outlines the goods and services needed by the CDA to manage all aspects of the Noise Management Program for the Airports, which is a program responsibility of the CDA Environment Division. The Services requested herein include Noise Management Services for O’Hare and Midway, which includes all support for noise monitoring, noise abatement, and noise mitigation planning, and substantial support for noise outreach. These components are organized into three categories of work – Noise Planning Services, Airport Noise Management System (“ANMS”) Operation and Maintenance (“O&M”) Services, and Noise Monitor Replacement (“NMR”) Services – as described further below. This contract does not include construction or demolition goods and services for noise monitor installation and/or decommissioning. This contract also does not include goods and services for the design, construction, or program management/construction management of the CDA’s noise mitigation (i.e. sound insulation) programs. For further background on our Noise Management Program, please visit the CDA website here: <http://www.flychicago.com>.

All flight track data from the Federal Aviation Administration (“FAA”) downloads to our ANMS server at O’Hare. Consultant must have a local presence in the Chicago metropolitan area in order to access the ANMS directly on a routine basis. The CDA will provide some office space at O’Hare Building 804 (the Aviation Administration Building or “AAB”) for Consultant. The CDA will also provide equipment storage space at O’Hare Building 804 for all noise monitoring equipment; no storage space is available at Midway.

II. Detailed Scope of Services

II.A. Noise Planning Services

Consultant will provide day-to-day aviation planning services in the area of noise management for the Airports. These services include direct interaction with the Midway Noise Compatibility Commission and the O’Hare Noise Compatibility Commission (“MNCC”, “ONCC”, and collectively “the Commissions”), both of which are regional, intergovernmental organizations providing oversight of the CDA’s noise management programs.

II.A.1. ANMS Reports: Consultant shall prepare monthly ANMS reports for O’Hare and quarterly ANMS reports for Midway utilizing Brüel & Kjær’s ANOMS 8, the latest version of BridgeNet’s Bridge Explorer Online, a geographic information system (“GIS”) program, a word processing program, and a spreadsheet program (currently Esri’s ArcGIS, Microsoft Word, and Microsoft Excel). For each ANMS report, which is 10 pages in length, Consultant will export an ANOMS file into Bridge Explorer Online first, then into Microsoft Excel as the final format for incorporation into the final report. Over the past year, O’Hare experienced 2100-2500 average operations per day and Midway experienced 460-530 average operations per day. Consultant’s team must be familiar with Bridge Explorer Online. Preparation of each ANMS report must include quality control (“QC”) procedures for this volume of data. Consultant’s approach must include a Quality Control Plan for implementing QC procedures. Each 10-page ANMS report is a compilation of individual pages prepared in Word, Excel, and ArcGIS, but the deliverable for each report will consist of a compiled PDF file e-mailed to the CDA. For more background and sample ANMS reports, visit the website referenced above. O’Hare ANMS reports are due to CDA staff one calendar week before presentation to the ONCC (i.e., due to the CDA on the Friday before a Friday meeting of the full ONCC). Midway ANMS reports are due to CDA staff eight (8) calendar days before presentation to the MNCC (i.e., due to the CDA on the Wednesday eight days before a Thursday meeting of the full MNCC).

II.A.2. Portable monitors: Consultant shall deploy approximately 20-30 portable monitors per year to residences and municipal facilities around the Airports and prepare an equal number of portable monitor reports utilizing ANOMS, Bridge Explorer Online, and Excel. Each deployment consists of two weeks at an applicant’s location, always outdoors and typically in a backyard or semi-secure portion of the

property. A deployment includes contacting each applicant to make arrangements for the deployment, approximately 2 hours for travel time and setup at the location on the first visit, approximately 1.5 hours for travel time and battery check/replacement at the location on the second visit, and approximately 2 hours for travel time and pickup at the location on the third and final visit. The CDA will provide equipment storage space at O'Hare for all noise monitoring equipment; no storage space is available at Midway. Upon return of the noise monitor to storage at O'Hare, Consultant must download the data utilizing ANOMS and prepare a standard 10-page report for the applicant; one of 10 pages includes a GIS exhibit depicting the location of the deployment in relation to Midway and the approved noise contour. The CDA expects Consultant to make deployments in all seasons of the year. The final 10-page report is a compilation of individual pages prepared in Word, Excel, and ArcGIS, but the deliverable for each report will consist of a compiled PDF file e-mailed to the CDA. For more background and sample portable monitor reports, visit the website referenced above.

II.A.3. Gate analyses: Consultant shall prepare gate analyses utilizing ANOMS, ArcGIS, and Excel. The CDA prepares a gate analysis for a finite period of time at a location within the range of the ANMS. A gate analysis includes two pages: the Gate Location Report, depicting the location of the "gate" and all aircraft flight tracks passing through the gate; and a Gate Penetration Report, which illustrates the elevations of each flight from the previous page. The deliverable for each analysis will consist of a compiled PDF file e-mailed to the CDA.

II.A.4. Flight look-ups: Consultant shall utilize ANOMS to look up the details of individual flights. A requester typically identifies a noise impact from a flight at a specific time and location. The CDA then queries the system to provide greater details, generally the airline, flight number, aircraft elevation at the specified time, and aircraft type. A flight look-up is intended to be a quicker and simpler method of researching an aircraft operation than a formal gate analysis. The deliverable for each flight look-up will consist of an e-mail to the CDA.

II.A.5. Fly Quiet reports: Consultant shall prepare quarterly reports for the O'Hare Fly Quiet Program, utilizing ANOMS, Bridge Explorer Online, ELS, and Excel. Each report is approximately 14 pages in length. O'Hare's nighttime operations are approximately 8-10 percent of all operations. The Fly Quiet Program also includes data analysis for aircraft engine ground run-ups performed at two locations at O'Hare. The CDA utilizes a separate database called ELS to track aircraft ground run-ups at O'Hare. ELS is a custom-built software program designed in Visual Basic and maintained in SQL Server. The CDA utilizes ELS to track O'Hare airside operations data, including aircraft ground run-ups, and the program is maintained by the CDA Airside Operations Division. For each Fly Quiet report, Consultant will utilize ELS to query aircraft ground run-ups by airline and by aircraft type during the specified period, and export the query results into Microsoft Excel, which is the penultimate format of each Fly Quiet report. The final 14-page report is a compilation of individual pages prepared in Word, Excel, and ArcGIS, but the deliverable for each report will consist of a compiled PDF file e-mailed to the CDA.

II.A.6. Residential Sound Insulation Program ("RSIP"): Consultant shall support the planning activities of the RSIP for the Airports. These activities include, but are not limited to, preparing reports and exhibits, maintaining the GIS database for the RSIP, conducting desktop surveys of eligible homes utilizing GIS layers containing parcel data and building department data from the local governments, completing field surveys of eligible homes, and logging and returning telephone calls to the CDA's Residential Inquiry Line. The CDA began the O'Hare RSIP as a voluntary program in neighborhoods surrounding O'Hare in 1995 as a ten-home demonstration program. To date, the CDA has now sound-insulated 9,924 homes near O'Hare with approximately 2,000 homes remaining. The O'Hare RSIP is now a program mandated by the FAA as a noise mitigation measure pursuant to the National Environmental Policy Act of 1969 ("NEPA"). The CDA began the Midway RSIP in 1996 as a second ten-home demonstration program. To date, the CDA has now voluntarily sound-insulated 7,545 homes near Midway with approximately 500 homes remaining under the current noise contour. The CDA has submitted a Final Draft Part 150 Update to the FAA in order to update the noise exposures maps, as well as add the Midway RSIP as a noise compatibility measure, among other updates.

II.A.7. School Sound Insulation Program ("SSIP"): Consultant shall support the SSIP as needed, including, but not limited to, determining school eligibility, preparing reports and exhibits, researching

schools previously sound-insulated and now closed, and researching historical costs. The O'Hare SSIP began in 1982, and since that time, the CDA has completed sound insulation at 119 schools at O'Hare, with an additional 1 school in construction closeout, 3 schools in construction, and 1 school awaiting funding, for a grand total of 124 O'Hare schools. The Midway SSIP began in 1991, and since that time, the CDA has completed sound insulation at 41 schools near Midway. In the near-term the CDA anticipates no noise monitoring at any schools for either Airport, but Consultant's team must include personnel who are capable of performing school noise monitoring and analyzing those results, in case the CDA determines that new school noise monitoring is needed.

II.A.8. FOIA Requests: Consultant shall compile information as needed to support CDA responses to requests from elected officials or requests pursuant to the Illinois Freedom of Information Act ("FOIA").

II.A.9. COV Events: Participate as needed in public outreach events with CDA and ONCC staff in the CDA's Community Outreach Vehicle ("COV"). Each event is approximately 4-6 hours including travel time to and from the event. During the event Consultant will be expected to operate a laptop computer utilizing an ANOMS file as a demonstration of aircraft operations at O'Hare or Midway on a typical day. The ANOMS file will be a replay file (i.e., video file) loaded to the laptop before the event, and Consultant will not need to make a live connection to the ANMS during the event. Some outreach events may occur during non-standard business hours such as evenings or weekends.

II.A.10. Presentations and tours: Consultant shall participate as needed in presentations/tours of the ANMS and/or O'Hare's Ground Run-up Enclosure ("GRE") for visiting guests of the CDA.

II.A.11. ONCC Meetings: Consultant shall attend and actively participate in approximately 18 ONCC meetings throughout the year, comprised of 8 meetings of the full ONCC, 8 meetings of the Technical Committee, and 2 meetings of the School Sound Insulation Committee. At each full ONCC meeting, Consultant shall present the monthly ANMS report on behalf of the CDA. Similarly at 4 of the 8 ONCC Technical Committee meetings, Consultant shall present the quarterly Fly Quiet report on behalf of the CDA.

II.A.12. MNCC Meetings: Consultant shall attend and actively participate in approximately 4 MNCC meetings throughout the year. At each MNCC meeting, Consultant shall present the quarterly ANMS report on behalf of the CDA. All meetings of the MNCC are held during the evening for the convenience of the MNCC members.

II.A.13. Consultant shall prepare one-page GIS exhibits depicting the location of permanent noise monitors in the communities surrounding the Airports as needed. These exhibits accompany short legal agreements between the CDA and other local governments for operation and maintenance of the permanent noise monitors.

II.A.14. Consultant shall complete other individual assignments as needed, including but not limited to, noise monitoring, noise abatement and flight procedures including updating and maintaining a Fly Quiet Program Manual for each Airport; noise mitigation for homes and schools; facilitating the execution of revised and new noise monitor license agreements between the CDA, Department of Law, and various public and private landowners; the science of noise, FAA orders and Advisory Circulars, review and updating of noise contour analyses and maps for the O'Hare Modernization Program as needed, and ongoing research in the aircraft noise management field.

II.B. Airport Noise Management System Operation and Maintenance ("ANMS O&M") Services

On a daily basis Consultant will operate and maintain the CDA's existing ANMS, which services both Airports. In 1996, the CDA purchased and installed the ANMS to monitor the amount of noise generated by aircraft operating over the communities surrounding the Airports. The ANMS is a comprehensive system of hardware and software which collects, integrates, stores, and reports data from the following sources: a network of 33 permanent noise monitors surrounding O'Hare, 12 permanent noise monitors surrounding Midway, FAA flight data, weather information, and calls to the City's noise hotline. The CDA, in cooperation with the Commissions, has utilized data from the ANMS to facilitate the development and implementation of the Fly Quiet Program, the RSIP, and the SSIP for the Airports. The ANMS is a critical part of the CDA's Noise Management Program, as its continued successful

operation and maintenance is required for daily interactions with the Commissions and the general public. The ANMS hardware (other than the noise monitors themselves) is located in three places: the ANMS workstations are located in O'Hare Building 804; the ANMS server is located at the O'Hare Communications Center ("OCC"); and the ANMS firewalls are located at the Chicago TRACON Facility in Elgin, Illinois (see attached diagram), and the OCC.

II.B.1. Background Information

In 1996, the ANMS was installed to enable the CDA to monitor the amount of noise generated by aircraft operating over the communities surrounding the Airports. The ANMS records noise events detected at noise monitors and correlates aircraft flight tracks for each operation in order to provide the City and the Commissions with noise data for monthly, quarterly, and other custom-made reports. Over one million flight tracks at the Airports are recorded annually.

In conjunction with the ANMS, all data is downloaded into customized reporting software developed by BridgeNet International. Together, the information is used to produce the following reports which are highly utilized by the CDA:

- Runway Use Report (both day and nighttime hours);
- Aircraft Noise Report (summarizes noise monitor measurements);
- Aircraft Fleet Mix Report (summarizes operations by aircraft type);
- Noise Complaint Report (which summarizes the number of complaints received by telephone and Internet, the number of complainants and the communities in which they live, and the nature of the disturbance);
- Quarterly Fly Quiet Program adherence reports (preferential runway utilization, flight track adherence and nighttime noise monitor data identifying aircraft vs. community Leq); and
- Customized reports for remote noise monitors and gate analysis.

II.B.2. System Requirements/Specifications

Consultant will maintain the following components to form a fully integrated and multi-level functional ANMS that will be easily accessible to designated users within the CDA network. The components listed below will be applied to the Airports. The CDA currently utilizes ANOMS 8 as its primary noise management software and intends to keep ANOMS 8 for the duration of this contract; Respondents should not propose any primary software programs other than ANOMS 8.

II.B.2.a. Flight Data

II.B.2.a.i. Consultant will maintain a flight track collection system for continuously acquiring and storing aircraft flight track locations and the associated aircraft latitude, longitude, altitude and speeds, date and time for locations along each flight track path. The system must simultaneously track all aircraft within a radius of forty (40) nautical miles from O'Hare and within a radius of forty (40) nautical miles from Midway.

II.B.2.a.ii. The ANMS must provide flight data for all aircraft and helicopter flight activity and determine airport, runway, aircraft type, airline, flight number, registration number, country code, beacon code, origin and destination. It must determine ground speed, date and time, latitude, longitude and altitude at any given point along the flight track.

II.B.2.a.iii. Consultant will maintain the current FAA flight data connection and coordinate with the designated FAA staff to record and continuously store uninterrupted flight data. Presently in December 2012, the CDA is migrating from a traditional FAA radar feed from the Automated Radar Terminal System model IIIIE ("ARTS IIIIE") to a new FAA flight data feed.

II.B.2.a.iv. The ANMS must display and plot altitude profiles of selected flight tracks (distance versus altitude from brake release and distance versus altitude from landing).

II.B.2.a.v. Consultant will install and update the hardware and software to include the future runway configuration at O'Hare, as identified by the O'Hare Modernization Program, and provide the same level of data collection as the existing runways.

II.B.2.b. Noise Monitors

II.B.2.b.i. The ANMS must incorporate all noise monitors that are currently in operation and be expandable for future noise monitor installations or additions.

II.B.2.b.ii. The ANMS must import data from the CDA's existing Larson-Davis noise monitors (model LD870), B&K noise monitors (model B&K 4435), and Lochard EMU noise monitors, until these monitors are replaced pursuant to Section II.C below.

II.B.2.b.iii. Consultant shall maintain all permanent and portable noise monitors as needed to ensure successful operation.

On a daily basis, Consultant shall review all noise monitor downloads and, where necessary, download missing data or report failures to initiate restoration of service. Consultant shall perform corrective maintenance as needed to restore the service.

For each noise monitor, Consultant shall perform at least one preventative maintenance ("PM") check annually. The PM check shall include the following:

1. Perform visual inspection for problems / corrosion.
2. Check operation on site.
3. Calibrate all components of the noise monitor as needed.
4. Update the noise monitor software if necessary.
5. Download and update the configuration files.
6. Check the batteries.
7. Replace windscreens, bird spikes, and microphone silica gel desiccant as required.

Upon completion of each noise monitor PM check, Consultant shall submit a short, written report to the CDA. The report shall include the field findings and shall raise any issues needing resolution within the next twelve month period.

After installation of new noise monitors, Consultant shall perform the same corrective maintenance and preventative maintenance methods in the same manner as the other (existing) noise monitors.

II.B.2.c. Additional Features

II.B.2.c.i. The ANMS must incorporate Mode S transponder surveillance capabilities to identify aircraft operations.

II.B.2.c.ii. Consultant will provide and incorporate monthly Official Airline Guide ("OAG") flight plan data updates.

II.B.2.c.iii. The ANMS must incorporate digital weather data similar to that of the Automatic Terminal Information Service ("ATIS") to determine wind speed and direction, temperature, and humidity while integrating airfield advisories for operational analysis.

II.B.2.c.iv. The ANMS must be GIS compatible. Flight tracks must be easily saved in the shapefile format. Shapefiles must be importable into the ANMS and used within the base maps.

II.B.2.c.v. The ANMS must have the ability to easily add fields to all databases.

II.B.2.c.vi. The ANMS must have the ability to provide near-live website tracking for user interaction, including playback.

II.B.2.c.vii. The ANMS must have an integrated complaint data entry system. It must correlate the location of each noise complaint with exact time, location, and flight tracks.

II.B.2.c.viii. The ANMS must have the ability to incorporate multiple base maps for different uses, including digital aerial photography.

II.B.2.c.ix. Consultant will supply annual aerial photographs within a radius of forty (40) nautical miles from the Airports. These aerial photographs will enable the City to perform adequate analysis where street layers are required.

II.B.2.d. Data

II.B.2.d.i. Consultant will transfer, maintain, and safely backup all historical data, including but not limited to flight tracks, operations, noise events, complaints, queries and gates from the raw data stored by the City. In addition, all databases must have a backup copy made at least twice per week.

II.B.2.d.ii. The ANMS must provide automated reporting capabilities to collect, analyze, correlate and backup noise events, calibration and daily downloads of noise monitors, classification of aircraft types, flight tracks and community noise, while identifying technical problems when the system is experiencing a malfunction (such as power outage, network issues, phone lines, modems, etc.).

II.B.2.d.iii. The ANMS must be able to import and export .txt, .xls, and .doc files into or from the databases.

II.B.2.d.iv. Consultant will provide four (4) annual licenses of the ANOMS8 software for the City's system, as well as supplying system support for all Consultant and CDA users, as requested by the City, without experiencing data loss or system malfunctions.

II.B.2.e. System Maintenance and Upgrades

II.B.2.e.i. System Maintenance

II.B.2.e.i.(a). Each business day Consultant must identify and log all malfunctions and system problems no later than 1:00 p.m. local time. Consultant must create and maintain a malfunction log as an Excel spreadsheet or a Microsoft Access database (or comparable file as acceptable to the City) to record malfunctions regarding system hardware and/or system software. The format and content of such malfunction log must be reviewed and approved by the City. Once created the malfunction log and all versions thereof shall become the property of the City. Each business day Consultant must also update the malfunction log as needed and as information becomes available. The City intends for the malfunction log to be an iterative tool. At a minimum the malfunction log must include the following information: the type of malfunction, the severity of the malfunction based on the classifications listed below, a short proposed plan of action to correct the malfunction including the approximate response time to correct the malfunction, the actual corrective active measures taken, a root cause analysis of the malfunction, and the preventative action measures to be taken after the malfunction has been corrected in order to prevent similar malfunctions and system problems from occurring in the future. The City reserves the right to direct the Consultant to modify or include additional information in the

malfunction log upon request, especially when, but not limited to, providing corrections and clarifications. Each business day Consultant must submit the malfunction log to City personnel no later than 1:00 p.m. local time.

Consultant must rectify all malfunctions in a fast and efficient manner to avoid any disruptions to the City's daily operations.

- Category 1 (Critical) malfunction or system problem (e.g., ANOMS software/hardware not operational).
- Category 2 (Major) malfunction or system problem (e.g., ANOMS software/hardware problems, loss of FAA flight data for any reason).
- Category 3 (Minor) malfunction or system problem (e.g., noise monitor hardware problems, utility problems).

Each business day Consultant must also make reasonable attempts to diagnose (i.e., determine the cause of) all malfunctions and system problems no later than 1:00 p.m. local time. Consultant must correct all malfunctions and system problems within five (5) business days if it is within Consultant's control to do so.

If Consultant is unable to diagnose a Category 1 (Critical) malfunction or system problem within the response time allotted and correct the malfunction or system problem within five (5) business days thereafter, and it is determined that the malfunction or system problem is the fault of Consultant within Consultant's reasonable control, the City may be entitled to actual damages as set forth in its contract with Consultant.

II.B.2.e.i.(b). Consultant will be obligated to repair and replace, at its option, defective equipment, software, parts, and be responsible for associated labor at its expense that are provided by Consultant under this Scope of Services. Consultant shall warrant that replacement or repaired equipment furnished will be in accordance with current industry standards and that all labor will be in accordance with industry standard. Consultant will pay for all costs associated with replacing or repairing defective equipment, excluding the CDA's existing fixed and portable noise monitors.

II.B.2.e.i.(c). Consultant will, from time to time, provide routine system checking and housekeeping to ensure the operational integrity of the ANOMS, including data processing and database performance. At the Consultant's reasonable discretion, Consultant will carry out remedial work either remotely or at the ANOMS site.

II.B.2.e.i.(d). Consultant may carry out preventative maintenance at any time during the City's normal business hours or outside of those hours by mutual agreement.

II.B.2.e.i.(e). Consultant must notify the City in writing of planned system outages at least one full business day in advance.

II.B.2.e.i.(f). Consultant must provide the City with a System Engineer. As determined by the City, the System Engineer will conduct a four (4) site visits (one during each calendar quarter) at the City's premises in order to provide software support, routine

maintenance, and/or system training. The System Engineer site visits will address topics included on an agenda predetermined by the City and Consultant. Each System Engineer site visit will be for a maximum duration of two (2) days, eight (8) hours per day. The site visit must occur within each calendar quarter (i.e., the site visit for the 3rd quarter must occur in July, August, or September; it is not acceptable to make the 3rd quarter site visit in October). In addition, if there are any unused site visits left at the end of one (1) calendar year, up to two (2) unused site visits will automatically be carried over into the following year, or up to two (2) site visits per year may be exchanged for up to two (2) City site visits to a related system user conference or to Consultant's offices for additional user training. Notwithstanding the attached City of Chicago Travel Policy, Consultant will be responsible for all reasonable and related site visit travel expenses, including airfare, lodging, ground transportation, and meals.

II.B.2.e.ii.

Software Upgrades & Hardware Enhancements

II.B.2.e.ii.(a). Consultant will promptly notify the City of any compatible ANOMS software upgrades or add-ons that are provided to other airports. The City will be entitled and may choose to install these additional upgrades or add-ons for all authorized ANOMS users within the City, at no cost to the City.

II.B.2.e.ii.(b). Upgrades or add-ons to the ANOMS may require the System Engineer to travel to the City's site, install the software and/or hardware, perform any necessary data conversion, test the ANOMS, and train users in the features and use of the upgraded software. Consultant shall upgrade the ANOMS software during a scheduled site visit, if necessary, or Consultant may also choose to install upgrades remotely depending on the nature of the software enhancement or modification.

II.B.2.e.ii.(c). The City acknowledges that an upgrade of third party software or new version, during the maintenance period, may require new hardware which is outside the control of Consultant (i.e. the third party may not continue to support present hardware requirements). The City agrees to pay for the additional cost of new hardware to support new versions of third party software if Consultant and the City agree that such upgrades are necessary and in the City's best interest.

II.B.3. Additional Contractor's Responsibilities: Consultant must coordinate noise monitoring services through the functions of the System Manager and System Analyst(s), as described below.

II.B.3.a. ANMS System Manager

Consultant shall provide the CDA with a System Manager who shall oversee the System Analyst(s) as well as any additional staff required by the CDA for the operation of the ANMS. The System Manager must report to O'Hare Building 804 on a regular basis. The System Manager will:

II.B.3.a.i. Direct the work, as requested by the CDA, of the System Analyst(s) and will, with the assistance of the CDA, prioritize assignments when conflicts arise;

II.B.3.a.ii. Oversee the System Analyst(s) to install and/or remove portable and permanent noise monitors;

- II.B.3.a.iii. Review and verify data collected from permanent and portable noise monitors both in pre-processed (raw data) and post-processed forms, through the ANOMS software program;
- II.B.3.a.iv. Assist the CDA in determining future locations of permanent and portable noise monitors;
- II.B.3.a.v. Assist the CDA in assigning the schedule of portable monitor deployments;
- II.B.3.a.vi. Report to the CDA any equipment failures, software errors, and or problems with the ANMS;
- II.B.3.a.vii. Assist the CDA with the administration of ANMS warranty and maintenance agreements;
- II.B.3.a.viii. Review and verify data collected and processed by the ANMS;
- II.B.3.a.ix. Examine opportunities to enhance ANOMS data processing;
- II.B.3.a.x. Review daily calibration, runway assignments, noise and flight track correlations, DNL calculations of aircraft and community levels, and calculation of the noise data from the portable noise monitoring sites; and
- II.B.3.a.xi. Establish and update, as necessary, procedures used in the daily review and processing of the data, by the System Analyst(s), to maintain data integrity.

II.B.3.b. ANMS System Analyst(s)

Consultant shall provide one or more System Analyst(s) who are responsible for providing the day-to-day technical and administrative duties required for operating the ANMS during normal business hours (0800 to 1700 hours local time Monday through Friday). Every System Analyst will take direction from the System Manager, and at least one System Analyst must report to O'Hare Building 804 daily. In fulfilling the responsibilities for the daily technical and administrative duties of operating the ANMS, the System Analyst shall:

- II.B.3.b.i. Verify and perform routine quality checks of daily downloads of information from various sources to the ANMS;
- II.B.3.b.ii. Initiate a corrective action in case of a communication error or failure of daily downloads, and report such errors to the System Manager;
- II.B.3.b.iii. Load data from various external sources and verify data transfer;
- II.B.3.b.iv. Change the log FAA Radio/RMS Audio recording media on a daily basis, if applicable;
- II.B.3.b.v. Import and process flight track data from FAA;
- II.B.3.b.vi. Provide validation and testing of flight tracks on all of the new and modified runways as identified by the O'Hare Modernization Program;
- II.B.3.b.vii. Download data from remote and portable monitors and verify data transfer;
- II.B.3.b.viii. Check the calibrations for noise monitors surrounding the Airports;
- II.B.3.b.ix. Correlate noise and flight track information;

- II.B.3.b.x. Review system logs;
- II.B.3.b.xi. Conduct routine visits to the ANMS server to facilitate the storage of data files;
- II.B.3.b.xii. Notify appropriate CDA personnel of any system errors or malfunctions identified in the malfunction log every day as specified above;
- II.B.3.b.xiii. Notify appropriate staff of non-routine maintenance needs;
- II.B.3.b.xiv. Prepare and review standard system reports;
- II.B.3.b.xv. Prepare and review ad hoc reports as requested by the CDA;
- II.B.3.b.xvi. Conduct site visits to noise monitors as needed for the maintenance or examination of monitors;
- II.B.3.b.xvii. Initiate corrective actions as directed by the System Manager;
- II.B.3.b.xviii. Modify remote monitoring sites for both permanent and portable noise monitors to software and base map as directed by the CDA; and
- II.B.3.b.xix. Perform other duties as assigned by the CDA, as they directly relate to the operation of the ANMS.

II.B.4. Asset Management: Upon being awarded a contract with the City of Chicago for the services set forth herein, Consultant shall take an inventory of all CDA personal property assets assigned to the ANMS, and shall maintain and update a detailed inventory of all such assets on a regular basis throughout the life of Consultant's contract. The inventory must include, but is not limited to: sound level meters, analyzers, pre-amplifiers, and microphones; calibrators; modems; servers; rovers; desktop computers and monitors; and printers. The format and content of the inventory must always be reviewed and approved by the CDA. For all CDA personal property assets assigned to and managed by Consultant, Consultant will also maintain the assets and return them to the CDA in good working order at the end of the contract, excluding normal wear-and-tear and the CDA-approved surplussing of such assets; the CDA and Consultant will agree to baseline conditions of the assets with the approval of the initial asset inventory. Consultant's asset inventory will also include details of all equipment owner manuals, equipment warranties, and software licenses.

II.C. Noise Monitor Replacement, Commissioning, and Decommissioning ("RCD") Services

Consultant will replace all existing permanent noise monitors and portable noise monitors on a schedule to be negotiated by the CDA and Consultant. All equipment purchased under the Contract will become the property of the CDA. The CDA's existing set of monitors includes, but is not limited to, the general list set forth below.

Permanent noise monitors (45):

- 21 Lochard EMU2 noise monitors (all functioning); and
- 24 Larson-Davis 870 noise monitors (all functioning).

Portable noise monitors (11):

- 3 Lochard EMU2 noise monitors (2 functioning, 1 malfunctioning); and
- 8 Larson-Davis 870 noise monitors (3 functioning, 5 malfunctioning).

All new permanent noise monitors shall be Brüel & Kjær model 3639, Larson Davis model 821, or equivalent acceptable to the City prior to contract execution. All new portable noise monitors shall be Brüel & Kjær model 3655 or equivalent model acceptable to the City prior to contract execution. The Consultant's proposed noise monitors must be compatible with ANOMS 8 software, and therefore at no time shall the Consultant mark up the purchase cost of any noise monitor to accommodate ANOMS 8 software.

During the replacement phase, Consultant shall perform preventative maintenance and corrective maintenance on all noise monitors as needed during the replacement period. Consultant shall develop a Maintenance Plan, which the CDA will review and approve after contract execution but prior to Consultant's implementation of the Plan.

During the replacement phase, Consultant shall perform preventative maintenance and corrective maintenance on all noise monitors as needed during the replacement period. Consultant shall develop a Maintenance Plan, which the CDA will review and approve after contract execution but prior to Consultant's implementation of the Plan.

The CDA intends that NMR Services includes replacement of existing noise monitor hardware and peripherals. NMR Services does not include activities related to construction or demolition.

Noise Monitor Activities Excluded from this Contract Scope

From time to time, the CDA may want to install a new permanent monitor or demolish an existing permanent monitor and this work will involve certain construction and demolition activities. Based on past experience, these activities may include, but are not limited to:

- Installation of temporary construction fencing;
- Excavation with a small backhoe;
- Hauling of excess soils;
- Installation of a new Portland cement concrete base;
- Trenching in order to anticipate an underground electrical connection from the noise monitor to the closest electric utility pole;
- Installation of conduit and electrical wiring;
- Backfilling the trench with suitable materials; and
- Installation of sod.

None of the good or services listed immediately above are included within the scope of this contract; the CDA will utilize other contracts for this work, so Consultant may be required to coordinate with other contractors.

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Exhibit 2: Sample Schedule of Compensation

- A. Maximum Compensation:** The maximum aggregate compensation for the Services in accordance with this Agreement shall not exceed _____ ("Vendor Limit") without a formal amendment of this Agreement in accordance with Section 9.3 of this Agreement.
- B. Method of Payment:** Contractor shall submit invoices and be paid pursuant to Article 4 of the Agreement for satisfactory completion of Services. Satisfactory completion of the Services means Consultant has provided Deliverables acceptable to the City and achieved agreed upon milestones timely. It will not be construed solely in terms of expenditure of Consultant's time.
- C. Audits:** In accordance with the audit provisions of this Agreement, the City reserves the right to audit Consultant's overhead and burden rate(s) and/or any of the components of the compensation. The Consultant must have an annual audit performed by a Certified Public Accountant in accordance with the Federal Acquisition Regulations, 48 CFR 1, Part 31 (FAR).
- D. Cost Plus Fixed Fee Methodology:** Consultant will be compensated for its Services based on actual costs plus a negotiated fixed fee. Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Agreement. As further described below, compensation will consist of: the actual cost of labor (not to exceed the maximum rates per position as set forth in Exhibit 2A); overhead and burden (including but not limited to payroll related taxes, insurance, and fringe benefits); the fixed fee; certain direct costs; and Subcontractor costs. The Multiplier is inclusive of overhead and burden. Actual labor costs are multiplied by the Multiplier to arrive at the billable amount for Consultant's Services performed by Consultant's own forces. Direct costs and Subcontractor costs incurred by the Consultant are reimbursable without mark-up of any kind by Consultant, including but not limited to Consultant's administrative costs or Subconsultant's profit.
- 1. Labor Costs:** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Consultant's employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Consultant by position classification are set forth in Exhibit 2A. Upon request, position classifications and maximum wage rates may be adjusted at the City's discretion, on an annual basis, but any such adjustment in rates shall not increase labor rates by more than 4% each year or the CPI for Kenosha-Gary-Chicago area, whichever is lower. Labor costs associated with Consultant's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and prior approval of the City.
 - 2. Multiplier:** The Multiplier is inclusive of Overhead and Burden. "Overhead" includes the non-payroll indirect costs of the home and branch offices of Consultant which are allowable and allocable to the Services, and "Burden" includes payroll-related costs (e.g., payroll related taxes, insurance, and fringe benefits). The Overhead and Burden rates applicable to Consultant employees who perform Services in relation to this Agreement shall be the Consultant's audited rates approved by Illinois Department of Transportation ("IDOT"), the United States Department of Transportation ("USDOT") or another governmental authority recognized by the City. The Consultant must provide evidence of approval of the Overhead and Burden rate by IDOT, USDOT or another cognizant authority on a yearly basis. However, the combined Overhead and Burden rate included in the multiplier shall not exceed a maximum of 150% of labor costs.
 - a. Limitation on Overhead and Burden:** In the event the Consultant does not have approved rates, the combined rates for Overhead and Burden will not exceed 150% for home office work, 125% for field offices, and 100% for field inspectors without an office or those working out of City offices. Further, the Consultant shall have one year in which to

obtain Overhead and Burden rates approved by IDOT. Failure to do so is an event of default.

- b. Lowest Rate Governs:** Consultant's rates may not exceed the lowest of:
- the current rate determined by IDOT, USDOT, or approved agency;
 - the actual applicable rate for that time period determined at a later date by IDOT, USDOT, or approved agency;
 - the actual applicable rate for that time period determined at a later date by an audit acceptable to the City.
 - the rate negotiated by the City and Consultant for a given budget subject to the limitation in (i) above.

The City has the right to recapture (via offset or refund) the difference between the amount it has actually paid to Consultant and the amount it should have paid under this contract clause for a specified time period. Any changes in rates resulting from negotiations must be approved by the Chief Procurement Officer.

- 3. Direct Costs:** Direct costs will consist of those costs described below which are incurred in the performance of Services under this Agreement, which are allowable and allocable to the Project; are not included in Overhead or Burden; and are routinely and uniformly charged to specific projects under Consultant's accounting system (collectively, "Direct Costs").

Any expenditure in excess of \$5,000 which qualifies as a Direct Cost will require prior approval of the Commissioner/Executive Director. Consultant may not break down an expenditure which would otherwise be greater than \$5,000 in order to avoid this approval requirement. All Direct Costs must not exceed IDOT's current allowable rates, as published in the IDOT Professional Transportation Bulletin. Direct Costs will include the following:

- a. Drawings, Printing and Reproduction Costs:** The costs of all printing, binding and reproduction related only to the production of the milestone submittals to the City.
- b. Long Distance Telephone/Telegraph and Shipping Costs:** Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for Construction Engineering field services only.
- c. Travel and Related Expenses:** Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Consultant must obtain prior written approval from the City for expenses related to travel into or out of the City. All such expenses must conform with the City's travel reimbursement guidelines, a copy of which is attached to the Agreement as Exhibit 7. Expenses incurred for travel in Chicago will be subject to Group II Limitations as set forth in the City's guidelines. The City will pay current auto mileage to Consultant and/or Subcontractors for travel associated within project site visits as required by the Commissioner/Executive Director. The auto mileage rate within current City policy is- set forth in Exhibit 7 and may be amended from time to time by the City Office of Budget & Management.
- d. Equipment, Tools and Vehicles:** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Consultant's performance of the Services, provided that any such item purchased will become the property of the City and further provided that Consultant must obtain prior written approval of the City for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$200.

- h. Permits and Fees:** Costs to Consultant for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Consultant may include in its Overhead cost pool).
- i. Premium on overtime:** To the extent that Consultant pays its employees a premium in excess of its hourly rates for overtime spent on the Project and such premium is not included in the calculation of Burden rates, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of the multiplier. Any such overtime must be in accordance with Consultant's policies which are subject to prior approval by the City.
- j. Miscellaneous:** Any other costs or expenses incurred by Consultant as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any such expenditure in excess of \$1,000 will require prior approval of the Commissioner.
- k. Subcontractors:** The City will reimburse Consultant for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Consultant in accordance with the terms and conditions of this Agreement, subject to the City's prior written approval. In no event is Consultant entitled to any mark-up of Subcontractor costs. The costs of Subcontractors which are reimbursable to Consultant will include the Subcontractors' Labor Costs, Overhead, Burden, profit and Direct Costs. Subcontractor compensation is subject to the same terms and limitations established for Consultant's compensation in this Exhibit 2, including but not limited to audits, maximum multiplier rates and the prohibition on mark-up on Direct Costs.
- l. Fixed Fee:** The City will pay Consultant a Fixed Fee amount as profit to be earned for performance of the Services under this Agreement by the Consultant based on agreed upon milestones/submittal dates. Consultant shall receive progress payments in proportion to the Services performed to the satisfaction of the Commissioner as of the date of an invoice, and will not be entitled to receive any portion or percentage of the Fixed Fee which exceeds the percent of progress achieved.

Attachment A: Annual Budget

	<u>Method of Compensation</u>	<u>Year 1 Price</u>
Noise Planning Services	Cost plus fixed fee	_____
O&M Services		
Data maintenance services	Cost plus fixed fee	_____
Noise monitor maintenance services	Cost plus fixed fee	_____
NMR Services		
Permanent noise monitor, replace	Cost plus fixed fee	_____

Attachment B: Schedule of Reimbursable Expenses

DESCRIPTION	COST
Drawings, Printing & Reproduction	
Office supplies	
Special printing & graphics	
Shipping	
Postage	
Regular shipping/delivery	
Overnight shipping/delivery	
Liability Insurance	
Premium for Liability Insurance	
Travel & Related Expenses	
Local travel mileage reimbursement	
Local travel off-airport parking expenses	
Pre-approved, specific, out-of-town travel	
Equipment, Tools & Vehicles	
Field equipment	
Acoustical equipment & peripherals	
Acoustical equipment calibration & repair	
Computer hardware, supplies & peripherals	
Computer software purchases, licenses & technical support	
Permits & Fees	
Title searches	
Miscellaneous	
Data escrow services	
Data subscription services	
Other miscellaneous expenses as allowable by Exhibit 2: Schedule of Compensation	
TOTAL REIMBURSABLE EXPENSES	

Note 1: This schedule anticipates the majority of reimbursable expenses, but is not intended to be comprehensive.

Note 2: This schedule assumes that the successful Respondent shall use the existing CDA equipment.

Exhibit 3: Sample Professional Services Contract

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Specification Number: 113778

Contract (PO) Number: _____

Vendor Number: _____

SAMPLE PROFESSIONAL SERVICES CONTRACT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF AVIATION**

AND



AIP Federally Funded Project

AIRPORT NOISE MANAGEMENT SERVICES

**RAHM EMANUEL
MAYOR**

**Jamie L. Rhee
Chief Procurement Officer**

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ARTICLE 1. INTRODUCTION

This Contract is entered into as of the _____ day of _____, 20__ ("Effective Date") by and between _____, a _____ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of _____ ("City"), at Chicago, Illinois.

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

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

ARTICLE 2. INCORPORATION OF EXHIBITS

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

- Exhibit 1: Scope of Services and Time Limits for Performance
 - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Special Conditions Regarding DBE Commitment
 - Affidavit of Joint Venture
 - Schedule C-1: Letter of Intent to Perform as Subcontractor, Supplier and/or Contractor
 - Schedule D-1: Affidavit of DBE Goal Implementation Plan
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: Insurance Requirements and Evidence of Insurance

ARTICLE 3. STANDARD TERMS AND CONDITIONS

3.1. General Provisions

3.1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

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

- Addenda, if any
- Detailed Specifications / Scope
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Standard Terms and Conditions
- Invitation to bid and proposal (bid) pages, if applicable

3.1.2.2. Interpretation and Rules

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

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

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

3.1.2.3. Severability

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

3.1.2.4. Entire Contract

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

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

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

3.1.3.2. Subcontracts

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

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

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

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

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

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

3.1.3.4. City's Right to Assign

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

3.1.3.5. Assigns

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

3.1.4. Contract Governance

3.1.4.1. Governing Law and Jurisdiction

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

3.1.4.2. Consent to Service of Process

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

3.1.4.3. Cooperation by Parties and between Contractors

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

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

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

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

3.1.4.4. No Third Party Beneficiaries

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

3.1.4.5. Independent Contractor

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

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

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

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

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

3.1.4.6. Authority

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

3.1.4.7. Joint and Several Liability

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

3.1.4.8. Notices

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

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

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page.

3.1.4.9. Amendments

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

3.1.4.10. No Waiver of Legal Rights

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

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

3.1.4.11. Non-appropriation of Funds

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

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

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

3.1.4.12. Participation By Other Government Agencies

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

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

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

3.1.5. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor

must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

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

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

3.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

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

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

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

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

3.1.7. Contract Extension Option

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

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders

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

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

3.2.1.2. Invoices

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

3.2.1.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

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

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

Invoices for the Department of Aviation:

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

OR

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

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

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

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

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

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

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

3.2.1.4. Payment

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

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

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

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

3.2.1.5. Electronic Ordering and Invoices

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

the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

3.2.1.6. City Right to Offset

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

3.2.1.7. Records

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

3.2.1.8. Audits

3.2.1.8.1. City's Right to Conduct Audits

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

3.2.1.8.2. Recovery for Over-Billing

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

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

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

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

3.2.2. Subcontractor Payment Reports

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

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

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

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

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

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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors

3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

3.2.3.2. Payment to Subcontractors Within Fourteen Days

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

3.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 14 days after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

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

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

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

3.2.3.2.2. Whistleblower Protection

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

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract

Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

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

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

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

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

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

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

U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

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

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

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

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

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

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

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

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

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

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

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

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

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

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

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

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

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in

the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

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

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

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

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

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

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

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

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

3.3.3. Wages

3.3.3.1. Living Wage Ordinance

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

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

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

As of July 1, 2013 the Base Wage is \$11.78. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

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

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

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

3.3.3.2. Prevailing Wage Rates

Unless this Contract is identified in the Bid Documents as federally funded, if this Contract calls for the construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable 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 and pay such applicable prevailing wage rates. Please refer to: <http://www.wdol.gov> for wage rates and more information. Additional or more detailed requirements may be set forth in a subsequent section of this Contract (see Table of Contents).

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 or federal law, as applicable.

3.3.3.3. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of

which may be found on the City's website at:

<http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

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

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

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

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

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

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

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

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

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

3.3.4.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

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

3.3.4.4. Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

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

3.3.4.5. Governmental Ethics Ordinance 2-156

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

3.3.5. Restrictions on Business Dealings

3.3.5.1. Conflicts of Interest

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

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

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

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

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

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

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

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal

property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

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

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

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

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

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

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

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

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

3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580

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

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder.

This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

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

3.3.7.3. Shakman Accord

- A. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

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

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency

need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or

the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

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

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

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

3.3.8.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

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

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

3.3.8.7. Requests for Documents and Information

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

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

3.3.8.8. Environmental Claims and Related Matters

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

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

3.3.8.9. Preference for Recycled Materials

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

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

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

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

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

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

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

3.4. Contract Disputes

3.4.1. Procedure for Bringing Disputes to the Department

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

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

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

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

3.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and online at:

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

3.5. Events of Default and Termination

3.5.1. Events of Default

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

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

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

3.5.2. Cure or Default Notice

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

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

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

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

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

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

3.5.3. Remedies

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

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

3.5.4. Non-Exclusivity of Remedies

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

3.5.5. City Reservation of Rights

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

3.5.6. Early Termination

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

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

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

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

3.6. Department-specific Requirements

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

3.6.1. Department of Aviation Standard Requirements

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

3.6.1.1. Confidentiality of Airport Security Data

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

3.6.1.2. Aviation Security

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and

the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

3.6.1.3. Airport Security Badges

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

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

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

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

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

3.6.1.4. General Requirements Regarding Airport Operations

3.6.1.4.1. Priority of Airport Operations

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

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

3.6.1.4.2. Interruption of Airport Operations

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

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

3.6.1.4.3. Safeguarding of Airport Property and Operations

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

all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

3.6.1.4.4. Work on the Airfield

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

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

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

3.6.1.4.5. Parking Restrictions

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

ARTICLE 4. TERMS FOR FAA AIP FEDERALLY-FUNDED PROFESSIONAL SERVICES

In accordance with FAA Advisory Circular 150/5100-14D, these provisions apply to Federal Aviation Administration ("FAA") AIP funded Contracts. To the extent that these terms conflict with the terms in the Standard Terms and Conditions, these terms will apply.

4.1. Civil Rights Act Of 1964, Title VI – Contractor Contractual Requirements

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

4.1.1. Compliance with Regulations

The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

4.1.2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

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

4.1.4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

4.1.5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

4.1.6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.2. Airport and Airway Improvement Act Of 1982, Section 520 - General Civil Rights Provisions

The Contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

4.3. Disadvantaged Business Enterprise

4.3.1. Contract Assurance (§26.13)

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

4.3.2. Prompt Payment (§26.29)

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime Contractor receives from the City. The prime Contractor agrees further to return retainage payments to each subcontractor within 14 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

4.4. Disadvantaged Business Enterprise – City Requirements

The Contractor acknowledges and agrees that certain portions of the Project are being funded by federal grants and that the Project is therefore subject to the special conditions regarding Disadvantaged Business Enterprises, implementing Provisions 511(a) and 520 of the Airport and Airway Improvement Act of 1982, and Executive Orders 11625, 12138, 12432, and the regulations promulgated pursuant thereto, including without limitation 49 CFR 26. The Contractor agrees that, in the performance of the Contract, it will abide by the "Special Conditions Regarding Disadvantaged Business Enterprise Commitment" included in the bid/proposal and contract documents.

Contractor is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of Contractor's willingness to do business with DBEs. Information about such institutions is available in the City of Chicago's DBE Program document, which is available online at www.cityofchicago.org/Purchasing; a hard copy of the DBE Program document is available at the City of Chicago, Procurement Services, Contracts and Supplies, City Hall, 121 N. LaSalle, Room 403, Chicago, IL 60602.

4.5. Lobbying and Influencing Federal Employees

No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal

grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

4.6. Access to Records and Reports

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

4.7. Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4.8. Trade Restriction

The Contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration as applicable, may direct through the City cancellation of the contract at no cost to the Government.

Further, the Contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Contractor shall provide immediate written notice to the sponsor if the Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration as applicable, may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

4.9. Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

4.10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

4.11. Intellectual Property

4.11.1. Copyrights

Pursuant to 49 CFR Part 18.34, the FAA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

4.11.2. Rights to Inventions

Pursuant to 49 CFR Part 18.36(i)(8) ("Contract provisions") and FAA Order 5100.38, all rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

4.12. Termination of Contract

Pursuant to 49 CFR Part 18.36(i)(2) and FAA Order 5100.38, these terms apply to contracts funded by AIP funds and exceed \$10,000.

- a. The City may, by written notice, terminate this contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the City.
- b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the City for any additional cost occasioned to the City thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in paragraph b of this clause.
- e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4.13. Clean Air and Water Pollution Control

Pursuant to 49 CFR Part 18.36(i)(12), Section 306 of the Clean Air Act, and Section 508 of the Clean Water Act, these terms apply to contracts that exceed \$100,000 and are financed under the AIP program.

Contractors and subcontractors agree:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

4.14. The Drug-Free Workplace Act of 1988, Pub. L. No. 200-690

Contractor is obligated to keep its work place free of illegal drugs and must take steps such as the following to ensure compliance with The Drug-Free Workplace Act:

- (1) publish a statement and notify employees in writing that illegal drugs are prohibited in the work place;
- (2) publish and notify employees of the action the Contractor will take against violators of the drug prohibition policy;
- (3) establish a drug-free awareness program for employees;
- (4) notify employees that compliance with the drug prohibition is a condition of employment, and that employees must notify the Contractor of any violation of Federal or state drug abuse statutes occurring in the work place within 5 days of conviction;
- (5) notify the City within 10 days of receipt of an employee conviction notice;
- (6) take appropriate personnel action within 30 days of receipt of an employee conviction notice;
- (7) require that the convicted employee participate in an approved drug abuse assistance or rehabilitation program; and
- (8) make a good faith effort to maintain a drug-free work place during the term of this Agreement.

4.15. Preference for Recycled Products

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in the Project pursuant to U.S. Environmental Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

ARTICLE 5. SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

5.1. Providing Services

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

If indicated in the Scope or Detailed Specifications, the Services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR") (which process is described in the Scope or Detailed Specifications). Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

5.2. Standard of Performance

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

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

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

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

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

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

5.3. Deliverables

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which

the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

5.4. Additional Services

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

5.5. Timeliness of Performance

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

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

5.6. Suspension

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

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

5.7. Personnel

5.7.1. Adequate Staffing

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

5.7.2. Key Personnel

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

5.7.3. Salaries and Wages

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

5.8. Ownership of Documents

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

5.9. Copyright Ownership and other Intellectual Property

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

5.9.1. Patents

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

5.9.2. Indemnity

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

5.9.3. Limitation of Liability

Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

5.10. Suspension

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

ARTICLE 6. SCOPE OF WORK AND DETAILED SPECIFICATIONS

6.1. Scope of Services

This Contract is for _____.

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

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

6.2. List of Key Personnel

Key Personnel are (or are listed in) _____.

6.3. Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under the paragraph regarding "Contract Extension Option" or the section regarding "Events of Default and Termination" in the "Standard Terms and Conditions" above, until the later of (i) _____, as that date may be extended pursuant to "Contract Extension Option," or (ii) completion of the final task assigned before the date, if and as extended, in (i).

6.4. Payment

6.4.1. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

6.4.2. Method of Payment

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

6.5. Funding

The source of funds for payments under this Contract is Fund number _____. Payments under this Agreement must not exceed \$_____ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

Contract Signature Page

Contract (PO) Number: _____

Specification Number: 113778

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

Contractor

By: _____
Signature of President or Authorized Representative

Its: _____
Title

Attest: _____

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: _____

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBIT 4: SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
(FHWA, FTA, FAA, and IDOT Funded Construction, Commodities and Supply Contracts)
(Reference: DPS 11/2010)

I. POLICY AND TERMS

- A. It is the policy of the City of Chicago (City) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, have the maximum opportunity to participate fully in the performance of contracts subject to 49 CFR Part 26. The contractor must not discriminate against any person or business on the basis of race, color, national origin or sex in the performance of this contract. The contractor must carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation (DOT)-assisted contracts and take affirmative action to ensure that businesses owned by socially and economically disadvantaged individuals have full opportunity to participate.
- B. Failure to carry out the commitments and policies set forth in these Special Conditions constitutes a material breach of the contract and may result in the termination of the contract or such remedy as the City deems appropriate.
- C. Accordingly, the City has established the following goals for contract participation by DBEs:

Overall DBE Program Goal: 30%

For purposes of this contract, the City has set the following contract goal:

Contract DBE Participation Goal: **15%** of Total Project

- D. The bidder/proposer must make good faith efforts to obtain DBE participation in this contract. The commitment will be reflected in Schedule D. The bidder/proposer must document that it has obtained enough DBE participation to meet the Contract DBE Participation Goal set forth above or, if unsuccessful in doing so, has made adequate Good Faith Efforts to meet the goal (see Section VII, Good Faith Efforts). If awarded the contract, the contractor must expend not less than the committed percentage of the total contract price (including any amendments and modifications) for contract participation by DBEs.
- E. For purposes of evaluating bidder's/proposer's responsiveness, the Contract DBE Participation Goal will be a percentage of the Total Base Bid by the bidder/proposer. However, the Contract DBE Participation Goal applies to the total value of the contract, inclusive of all amendments, allowances and modifications. The Contract Compliance Administrator also has the authority to review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by 10 percent of the initial award or \$50,000, whichever is greater, for opportunities to increase participation of DBEs already involved in the contract.
- F. The Contract DBE Participation Goal may be met by the bidder's/proposer's status as DBE, or by joint venture with one or more DBEs, or by subcontracting a portion of the work to one or more DBEs, or by purchasing materials used in the performance of the contract from one or more DBEs or by any combination of the foregoing, as further described in Section V, Counting DBE

Participation Towards the Contract DBE Participation Goal.

- G. Bidder/proposer is encouraged to use financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the City as evidence of bidder's/proposer's willingness to do business with DBEs. Information about such institutions is available in the City's DBE Program document. In addition, the Illinois Unified Certification Program (IL UCP) Disadvantaged Business Enterprises Directory is available via the internet at www.cityofchicago/purchasing and in print at the City of Chicago, Bid and Bond Room, City Hall, 121 N. LaSalle, Room 301, Chicago, IL 60602.
- H. In the event of a conflict between these Special Conditions and 49 CFR Part 26, the provisions of 49 CFR Part 26 supersede the Special Conditions.

II. DEFINITIONS AND USAGE

Terms that are capitalized in these Special Conditions are defined terms and have the meanings set forth in 49 CFR ' 26.5, unless otherwise defined in these Special Conditions.

- A. "Area of Specialty" means the description of a DBE firm's business which has been determined by the Contract Compliance Administrator to be most reflective of the DBE firm's claimed specialty or expertise. Each DBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory. Credit toward the Contract DBE Participation Goal is limited to the participation of firms performing within their Areas of Specialty.

NOTICE: The Department of Procurement Services does not make any representation concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of all bidders/proposers to determine the capability and capacity of DBE firms to satisfactorily perform the work proposed.

- B. Certain terms are used in these Special Conditions to indicate the stage of bidding, proposing or contracting in which certain obligations arise. The term "bidder" means a firm responding to a publicly advertised solicitation by the City for the purchase of goods, work or services; the term "proposer" means a firm responding to a request for proposals by the City for professional or technical services or other procurement not adaptive to competitive bidding; a bidder or proposer becomes a "contractor" after being awarded a contract by the City.
- C. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago, currently the Deputy Procurement Officer of the Office of Business Development.
- D. "Directory" means the IL UCP Disadvantaged Business Enterprises Directory, maintained by the City as well as all IL UCP participating agencies, that identifies all firms eligible to participate as DBEs. The Directory lists the firm's name, address, phone number, date of most recent certification and the type of work the firm has been certified to perform as a DBE. The City revises the Directory on a monthly basis. The Directory is available via the internet on the City's web site at www.cityofchicago.org/purchasing, and in print at the City of Chicago, Bid and Bond Room 121 N. LaSalle St., Room 301, Chicago, Illinois, 60602. Bidders/proposers are responsible for verifying the current certification status of all proposed DBE firms.

- E. "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern that (i) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and (ii) whose management and daily operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- F. "Joint Venture" means an association between a DBE firm and one or more other firms in which property, capital, efforts, skill and knowledge are combined to carry out a single business endeavor engaged in for profit, the DBE is responsible for a distinct, clearly defined portion of the work of the contract and shares in the capital contribution, control, management, risks and profit commensurate with its ownership interest in the joint venture.

III. THIRD PARTY CHALLENGES TO ELIGIBILITY OF DBE FIRM

As noted in 49 CFR Section 26.87, any third party (complainant) may file a complaint alleging that a currently certified DBE is ineligible. The complaint must be made in writing to the City and specify the alleged reasons why the firm is ineligible and include all available information relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged. The City, during its determination of findings, will notify the challenged party of the allegations and notify both parties in writing of the outcome. The confidentiality of the complainant's identity will be protected as provided in 49 CFR Section 26.109(b). If the City determines first, that there was not reasonable grounds presented in the complaint sufficient to justify an inquiry, then the City will notify the complainant and the challenged party of this determination and the reasons for it. During the pendency of any complaint, the presumption that the challenged party is a socially and economically disadvantaged will remain in effect.

IV. JOINT VENTURES

Bidders/proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or among one or more DBE firms and non-DBE firms.

A joint venture is eligible if, and only if all of the following requirements are satisfied:

- a. The DBE venturer(s) share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest
- b. The DBE venturer(s) is responsible for a distinct, clearly defined portion of the work of the contract, commensurate with its ownership interest in the joint venture
- c. The DBE venturer(s) actually performs with its own forces using its own equipment, work equal to at least 50% of the value of its ownership of the joint venture

The Contract Compliance Administrator will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed Joint Venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Contract Compliance Administrator will consider the record of joint venturers relative to work performed as joint venturers on City of Chicago contracts. The decision of the Contract Compliance Administrator regarding eligibility of the Joint Venture is final.

Note: Credit for participation by DBEs in joint ventures with non-DBEs does not require a minimum participation of 51 percent in venture ownership and control on the part of the DBE in order for the joint venture to receive credit towards the Contract DBE Participation Goal. An ownership interest in the venture by the DBE may be counted toward the Contract DBE Participation Goal in a pro rata fashion as indicated below (see Section V, Counting DBE Participation Toward the Contract DBE Participation Goal).

DBE/non-DBE joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to federal, state and City contract limitations restricting second tier subcontracting. (This paragraph is not applicable to FHWA-funded projects.)

NOTICE: The City requires that whenever a joint venture is proposed as the prime contractor each joint venturer must separately sign the proposal to the City on the pages marked TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR as applicable.

V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT DBE PARTICIPATION GOAL

A contractor (and bidders/proposers in their bids and proposals) may count only the following toward the Contract DBE Participation Goal and should report only the following to the Contract Compliance Administrator:

- A. The value of the work actually performed by a DBE, as described below:
1. For construction contracts and contracts not involving bona fide services (as described in Section V.A.2. below):

The entire amount of that portion of a contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).
 2. For contracts involving the provision of bona fide services (such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract):

The entire amount of fees or commissions charged by a DBE for providing a bona fide service, provided that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services. The determination of whether the fee is reasonable and not excessive will be made by the City.
 3. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Contract DBE Participation Goal only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward the Contract DBE Participation Goal.
- B. Joint Venture: When a DBE performs as a participant in a joint venture, the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces is counted towards the Contract DBE

Participation Goal.

- C. **Commercially Useful Function:** Expenditures to a DBE contractor only if the DBE is performing a "commercially useful function" on that contract. The term "commercially useful function" is described in 49 CFR ' 26.55(c).
- D. **Materials and Supplies:** Regarding expenditures with a DBE for materials or supplies:
 - 1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described in the specifications.
 - 2. If the materials or supplies are purchased from a DBE "regular dealer," as that term is described in 49 CFR ' 26.55(e)(2), 60 percent of the cost of the materials or supplies.
- E. **Trucking Firms:** If the DBE manages and supervises the entire trucking operation for which it is responsible on a particular contract and the DBE itself owns and operates at least one fully licensed, insured and operational truck used on the contract and all leased trucks display the name and identification number of the DBE, then:
 - 1. The total value of the transportation services a DBE provides on the contract using trucks it owns, insures and operates using drivers it employs.
 - 2. The total value of the transportation services a DBE provides on the contract using trucks leased from another DBE trucking firm, including an owner-operator who is certified as a DBE trucking firm, but only if the lease indicates that the DBE lessee has exclusive use of and control over the truck, or, if the truck is used for work for others with the DBE lessee's consent, then the lease must give the DBE lessee absolute priority over its use.
 - 3. Only the value of the fee or commission the DBE receives under a lease arrangement with non-DBE firms for the lease of trucks used to provide transportation services on the contract but only if the lease indicates that the DBE has exclusive use of and control over the truck, or, if the truck works for others with the DBE's consent, then the lease must give the DBE absolute priority over its use.
- F. **Firm Not Currently Certified:** If a firm is not currently certified as a DBE in accordance with the standards of 49 CFR Part 26, subpart D, at the time of execution of the contract, do not count or report the firm's participation, except as provided in 49 CFR ' 26.87(i).
- G. **Firm Whose Eligibility Has Been Removed:** Do not report the dollar value of work performed under a contract with a firm after it has ceased to be certified.

Payment: Do not report the participation of a DBE subcontractor until the amount to be counted toward the goal has been paid to the DBE.

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

The following Schedules and documents constitute the bidder's/proposer's DBE proposal, and **must be submitted at the time of bid opening or submission of proposals unless stated otherwise:**

A. Schedule B: Affidavit of DBE/Non-DBE Joint Venture

Where the bidder's/proposer's DBE proposal includes the participation of any DBE as a joint venturer prime or subcontractor, the bidder/proposer must submit, together with its bid, a Schedule B: Affidavit of DBE/Non-DBE Joint Venture with an attached copy of the joint venture agreement proposed among the parties.

The Schedule B, in conjunction with the joint venture agreement, must clearly evidence that each DBE venturer will be responsible for a distinct, clearly defined portion of the work to be performed, and that each DBE firm's responsibilities are commensurate with its ownership interest. In order to demonstrate the DBE venturer's share in the capital contribution, 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 DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

The Schedule B and the joint venture agreement must clearly evidence the commitment of the DBE venturer to actually perform (with its own forces and equipment) work equal to at least 50 percent of the value of its ownership of the joint venture. Only the amount of actual work performed by the DBE venturer is credited to the DBE Participation Goal.

B. Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant or Material Supplier

The bidder must submit the appropriate Schedule C with the bid for each DBE included on the Schedule D. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for 2nd Tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the DBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the DBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the DBE. An executed original Schedule C must be submitted by the bidder for each DBE included on the Schedule D within three (3) business days after the date of the bid opening when a facsimile copy of the Schedule C has been submitted with the bid.

C. Schedule D: Affidavit of Prime Contractor Regarding DBEs

Bidders must submit, together with the bid, and proposers must submit at the time specified in the request for proposals, a completed Schedule D committing them to the utilization of each listed DBE firm (but see, Section VII, Good Faith Efforts). The Schedule D must include the name, address, description of the work to be performed and dollar amount participation of each DBE subcontractor, supplier or consultant.

The bidder/proposer must use "Good Faith Efforts," as that term is described in Section VII to meet the Contract DBE Participation Goal (i.e., the specific dollar amount of participation by each DBE firm included on its Schedule D). The total dollar commitment to proposed DBE firms should equal the Contract DBE Participation Goal. Bidders are responsible for calculating the dollar equivalent of the Contract DBE Participation Goal as a percentage of their total base bid or proposal.

All commitments made by the bidder's/proposer's Schedule D must conform to those presented in the submitted Schedule Cs. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any DBE in order to achieve the conformity between the Schedules C and D.

D. Schedule F: Report of Subcontractor Solicitations

All Bidders/Proposers must submit, together with their bid/proposal, a completed Schedule F report containing information on all subcontractors, DBEs and non-DBEs, solicited for participation in the contract. The Schedule F shall include the following subcontractor information:

Contractor name; Address; Contact person; name and telephone number; DBE status; Type of work solicited

E. Letters of Certification

A copy of each proposed DBE firm's Letter of Certification from the City or the Illinois Unified Certification Program (ILUCP) should be submitted with the bid or proposal if currently certified. All Letters of Certification issued by the ILUCP include a statement of the DBE firm's Area of Specialty. The DBE firm's scope of work, as detailed by its Schedule C, must conform to its stated Area of Specialty.

NOTICE: Failure to submit the following information at the time of bid opening or submission of proposals will render the bid or proposal non-responsive: the **names and addresses** of DBE firms that will participate in the contract (Schedule D), a **description of the work** that each DBE will perform (Schedule D), the **dollar amount** of the participation of each DBE firm participating (Schedule D), **written documentation** of the bidder/proposer's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal (Schedule D), **written confirmation from the DBE** that it is participating in the contract as provided in the prime contractor's commitment (Schedule C), **affidavit of joint venture** when a DBE participates in the contract for DBE credit as a joint venturer (Schedule B), **report on all subcontractors solicited** for participation in the contract (Schedule F) and if the Contract goal is not met, **evidence of good faith efforts**, as set out in Section I.

F. The submittals must have all blank spaces on the Schedule pages applicable to the subject specification filled in correctly.

G. Agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

H. During the period before award, the submitted documentation will be evaluated. As required under 49 CFR ' 26.109(c), all participants in the DBE Program, including the bidder/proposer, must give, upon request, earnest and prompt cooperation to DOT, the City's Chief Procurement

Officer and/or Contract Compliance Administrator or his or her authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed DBE in providing such assistance. A bid or proposal may be treated as non-responsive by reason of the determination that the bidder/proposer was found to be unresponsive or uncooperative when asked for further information about the proposal, or that false statements were made in the Schedules.

- I. Bidders/proposers will not be permitted to modify their DBE proposal except as permitted to do so by the City. All terms and conditions stipulated for prospective DBE sub-contractors or suppliers therefore should be satisfactorily negotiated prior to the submission to the City of the bidder's/proposer's DBE commitment as part of the DBE proposal. If circumstances arise, where a proposed DBE becomes no longer available, the process described in Section IX, DBE Substitutions, should be followed.

When necessary in the interest of time, the City may treat a bid or proposal as non-responsive instead of granting extended time for a bidder/proposer to replace DBEs named in the DBE proposal that are later determined to be ineligible or unavailable.

VII. GOOD FAITH EFFORTS

- A. In order for the bidder's bid to be responsive, at the time of the bid opening the bidder must demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal. Proposers likewise must make the required demonstration by the time specified in the request for proposals. In both cases, the demonstration is made in the form of the documentation described in Section VII.B. The bidder/proposer can demonstrate it has made Good Faith Efforts to meet the Contract DBE Participation Goal either by:
 1. Meeting the Contract DBE Participation Goal, as provided in these Special Conditions, and documenting commitments for participation by DBE firms sufficient for this purpose; or
 2. Documenting, in the manner described below, adequate Good Faith Efforts to meet Contract DBE Participation Goal. This means bidders must submit with their bids, and proposers at the time specified in the request for proposal, documentation to show that it took all necessary and reasonable steps to achieve the Contract DBE Participation Goal or other requirements of 49 CFR Part 26, Appendix A, which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the bidder/proposer was not fully successful. The following are examples of documented actions the Contract Compliance Administrator may consider to determine whether the bidder/proposer made Good Faith Efforts:
 - a. Soliciting through all reasonable and available means (e.g., attendance at pre-bid or pre-proposal meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder/proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder/proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- b. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even where the prime contractor might otherwise prefer to perform these work items with its own forces.
- c. Providing interested DBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- d. Negotiating in good faith with interested DBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A bidder/proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's/proposer's failure to meet the Contract DBE Participation Goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract within its own organization does not relieve the bidder/proposer of the responsibility to make Good Faith Efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- e. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's/proposer's efforts to meet the Contract DBE Participation Goal.
- f. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City or the bidder/proposer.
- g. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- h. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- B. The following 10 types of documentation, as applicable to the situation, will be considered by the Contract Compliance Administrator in determining whether the bidder/proposer has made Good Faith Efforts to meet the Contract DBE Participation Goal. The documentation must be submitted at the time of bid opening or submission of proposals or the bid/proposal will be deemed non-responsive.
1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified DBE firms. Include copies of attendance logs from pre-bid meetings, advertisements and written notices, as applicable.
 2. A listing of all DBE firms contacted that includes:
 - a. names, address and telephone numbers of DBE firms solicited;
 - b. date and time of contact;
 - c. method of contact (written, telephone, facsimile transmittal, etc.)
 - d. name of the person contacted.
 3. Copies of letters or any other evidence of mailing that substantiates outreach to DBE vendors that includes:
 - a. project identification and location;
 - b. classification/commodity of work items for which quotations were sought;
 - c. date, item and location for acceptance of subcontractor bid proposals;
 - d. detailed statement which summarizes direct negotiations with appropriate DBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - e. affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the Contract DBE Participation Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on DBE subcontractors for the type of work that was solicited.
 4. Copies of proposed plans for selecting portions of the work to be performed by DBEs in order to increase the likelihood that the Contract DBE Participation Goal will be achieved.
 5. Evidence that the bidder/proposer negotiated in good faith with interested DBEs.
 6. Evidence that the bidder/proposer did not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 7. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance, as required by the City or the bidder/proposer.
 8. Evidence that the bidder/proposer made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 9. Evidence that the bidder/proposer has provided timely notice of the need for

subcontractors to at least 50 percent of the DBEs listed in the City's Directory as being certified in the applicable Areas of Specialty. Proof of notification (e.g. certified mail receipt or facsimile transmittal receipt) prior to the date a proposer's DBE proposal is due is required for any proposal to be deemed responsive; the proof of notification must be dated prior to the date of bid submittal for any bid submitted to be deemed responsive on the date of bid opening. The Contract Compliance Administrator may contact the certified DBEs for verification of notification.

10. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the DBE subcontractor proposal exceeds the average price quoted by more than 15 percent. In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information at bid opening and proposers at the time specified in the request for proposals:

a. A detailed statement of the work identified for DBE participation for which the bidder/proposer asserts the DBE quote(s) were excessively costly (in excess of 15 percent 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 that demonstrates to the satisfaction of the Contract Compliance Administrator that the DBE proposals are excessively costly, even though not in excess of 15 percent 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/proposer's 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 DBE or other firm.

Note: The City reserves the right to modify this procedure when deemed appropriate.

C. Administrative Reconsideration

1. The Contract Compliance Administrator makes the initial determination regarding a bidder's/proposer's responsiveness based upon his or her review of the documentation. Within five days of being informed by the City that it is not responsive because it has not documented sufficient Good Faith Efforts, a bidder/proposer may request administrative reconsideration. Bidder/proposer should make this request in writing to the following reconsideration official:

Chief Procurement Officer
Department of Procurement Services
City Hall
Room 806
121 N. LaSalle Street
Chicago, IL 60602

The Chief Procurement Officer will not have played any role in the Contract Compliance Administrator's determination that the bidder/proposer did not make or timely document sufficient Good Faith Efforts.

2. As part of this reconsideration, the bidder/proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it met the Contract DBE Participation Goal or made adequate good faith efforts to do so. The bidder/proposer will have the opportunity to meet in person with the Chief Procurement Officer to discuss the issue of whether it met the Contract DBE Participation Goal or made adequate good faith efforts to do. The City will send the bidder/proposer a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the Contract DBE Participation Goal or make adequate good faith efforts to do so.

VIII. REPORTING

- A. The bidder/proposer must, within five working days of receiving the awarded contract, execute formal subcontracts or purchase orders with the DBEs that were proposed, all in accordance with the terms of the bidder's/proposer's bid proposal and DBE assurances, and must promptly submit to the City a copy of the DBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the DBE.
- B. During the life of the project, the bidder/proposer must submit partial and final waivers of lien from DBE subcontractors that are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date. In cases where waivers of lien are not available, the Contract Compliance Administrator may deem other documentation appropriate for submittal.
- C. The bidder/proposer must file regular DBE utilization reports, on Purchases Form DBE Status - 1 entitled "Status Report of DBE (Sub) Contract Payments," according to the following procedure: at the time of signing each monthly payment voucher ("Summary of Estimate"), the bidder/proposer must present the notarized DBE Status form executed to reflect the current status of effective and projected payments to DBEs. The current voucher will not be submitted to the City Comptroller for payment until the current DBE Status form has been presented.

IX. DBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder/proposer of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved DBE subcontract, the bidder/proposer may neither terminate the subcontract, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without in each instance (i) having just cause, including situations where bidder/proposer's contract with the DBE includes termination for convenience; (ii) making Good Faith Efforts to find another DBE subcontractor

to substitute for the original DBE (these Good Faith Efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the Contract DBE Participation Goal); and (iii) receiving the prior written approval of the City in all instances.

The bidder/proposer must give the Contract Compliance Administrator reasons that justify the bidder's/proposer's terminating a DBE, reducing the scope of work to be performed by a DBE, or decreasing the price to a DBE. The substitution procedure will be as follows:

1. The bidder/proposer must notify the Contract Compliance Administrator immediately in writing of an apparent necessity to reduce or terminate a DBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the Contract DBE Participation Goal.
2. The bidder's/proposer's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: a committed DBE was found not to be able to perform, or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a committed DBE was discovered later to be not bona fide; a DBE committed at a given price later demands an unreasonable escalation of price; and, the work to be performed by the DBE under the bidder's/proposer's contract with the City is terminated or reduced.

The bidder's/proposer's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the prime contractor; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been made to have the issues resolved or mediated satisfactorily); a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

3. The bidder's/proposer's notification should include the name, address and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same DBE affidavits, documents, and Letter of Intent which are required of bidders, as enumerated in Section, Procedure to Determine Bid Compliance.
4. The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of a request for more information, or a request for an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
5. Actual substitution of a replacement DBE to fulfill the Contract DBE Participation Goal may not be made before City approval is given of the acceptability of the substitute DBE. A subcontract with the substitute DBE subcontractor must be executed within five working days following the City's approval, and a copy of the DBE subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

- B. The City will not approve extra payment for escalated costs incurred by the bidder/proposer when a substitution of subcontractors becomes necessary for the bidder/proposer to comply with the Contract DBE Participation Goal.
- C. The Contract Compliance Administrator will make the initial determination of whether the bidder has exercised Good Faith Efforts.

X. NON-COMPLIANCE

- A. Each of the following constitutes a material breach of this contract and entitles the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity:
 - 1. failure to make good faith efforts to satisfy the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City; and
 - 2. the contractor, a subcontractor or supplier is disqualified as a DBE, where the status was a factor in the contract award and was misrepresented by the contractor.

If the contractor is determined by the City not to have been involved in any misrepresentation of the status of a disqualified subcontractor or supplier, the contractor must discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified DBE as its replacement. Furthermore, contractor's continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. The City may withhold payments due to the contractor until corrective action is taken.

- B. The contractor's failure to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, or failure to comply with the provisions of Section IX, DBE Substitutions, will entitle the affected DBEs to recover from the contractor damages suffered by these DBEs as a result of such under- or non-utilization, but this provision will not apply to the extent the under- or non-utilization occurs pursuant to Good Faith Efforts approved by the City. See Section XI, Arbitration.

For contracts funded in whole, or in part, by Federal Highway Administration, Federal Transit Administration, Illinois Department of Transportation: When the contract requirements are completed, in the event that the City has determined that the bidder/proposer failed to comply with the Contract DBE Participation Goal proposed by the bidder/proposer and accepted by the City, the City will thereby be damaged in the failure to provide the benefit of participation to DBEs to the degree set forth in the Special Conditions. Therefore, in such case of non-compliance, the City will deduct as liquidated damages cumulative amounts computed as follows:

For each one percent (or fraction thereof) of shortfall toward the Contract DBE Participation Goal, one percent of the base bid for this contract shall be surrendered by the bidder/proposer to the City of Chicago in payment as liquidated damages.

XI. ARBITRATION (FAA Funded Contracts)

- A. The contractor hereby agrees that any disputes between the contractor and any affected DBE regarding damages as a result of contractor's under- or non-utilization of the DBE on any contract funded, in whole or in part, by the Federal Aviation Administration may, at the sole discretion of the DBE, be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing DBE in accordance with applicable City regulations. This provision is intended for the benefit of any DBEs affected by under- or non-utilization and grants them specific third party beneficiary rights. In cases where deemed appropriate by the Contract Compliance Administrator, notification of a dispute by the affected DBE or prime contractor may lead to the withholding of final contract payouts until the City receives a copy of the final arbitration decision. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including those contained in a subcontract, suborder or communicated orally between a contractor and a DBE.
- B. If requested by the DBE, the DBE has the right to arbitrate. A DBE desiring to arbitrate must contact the contractor in writing to initiate the arbitration 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 10 days of the contractor receiving notification of the intent to arbitrate from the DBE the above-described disputes must 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 1840, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the DBE; the arbitrator, however, is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing DBE.
- D. The DBE must send the City a copy of the "Demand for Arbitration" within 10 days after it is filed with the AAA. The DBE also must send the City a copy of the decision of the arbitrator within 10 days of receiving the decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XII. RECORD KEEPING

The contractor must maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period of at least five years after final acceptance of the work. The contractor grants full access to these records to the City, Federal or State authorities in this project, the U.S. Department of Justice, or any of their duly authorized representatives.

XIII. RESOURCE AGENCIES

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

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert Conner
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert P. Murphy, Dir. of Government Contracting
(312) 353-7381

Project information; general DBE information; Directory of local and out-of-state construction and design DBEs:

City of Chicago
Department of Procurement Services
City Hall - Room 806
Chicago, Illinois 60602
Attention: Monica Jimenez
(312) 744-4900

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement Services
City Hall - Room 806
Chicago, Illinois 60602
(312) 744-4900

Department of Procurement Services general information on our website:

www.cityofchicago.org/purchasing

Information on DBE 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
One East Wacker Drive, Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith
(312) 755-8880

XIV. PRIME CONTRACTOR ASSISTANCE

Prime contractors should themselves assist DBEs in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- A. Developing solicitations of sub-contract bids so as to increase potential DBE participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner.
- B. Providing technical assistance and guidance in the bidding, estimating and scheduling processes.
- C. Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work.
- D. Providing accelerated payments or establishing pro-rated payment and delivery schedules so as to minimize cash flow problems faced by small firms.
- E. Providing, waiving or reducing subcontractor bonding requirements; allowing stage bonding (bonding carried over from one project stage to the next).
- F. Providing a pre-bid conference for potential sub-contractors.

In addition to the employment of DBEs, the bidder/proposer should consider the utilization of DBEs in fields indirectly related to the contract, such as banking, office equipment sales, vehicles sales, mechanical repair, legal and accounting services, building security, graphics and advertising, etc.

XV. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with DBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to prime contractor and subcontractor obligations.

Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)

150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

Alliance of Minority and Female Contractors

c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

American Brotherhood of Contractors Business Development Center

11509 S. Elizabeth
Chicago, IL 60643
Phone: (773) 928-2225
Fax: (773) 928-2209
Web: www.american-brotherhood.org

Asian American Institute

4753 N. Broadway St. Suite 904
Chicago, IL 60640
Phone: (773) 271-0899
Fax: (773) 271-1982
Web: www.aaichicago.org

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (847) 525-9693
Email: nakmancorp@aol.com

Black Contractors United

400 W. 76th Street, Suite 200
Chicago, IL 60620
Phone: (773) 483-4000
Fax: (773) 483-4150
Web: www.blackcontractorsunited.com

Chatham Business Association Small Business Development, Inc.

8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773) 994-5006
Fax: (773) 994-9871
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce

3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.

105 W. Adams, Suite 2300
Chicago, IL 60603-6233
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.chicagomsdc.org

Chicago Urban League

4510 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-5800
Fax: (773) 285-7772
Web: www.cul-chicago.org

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 499-0611
Fax: (312) 332-2688
Web: www.cosmochamber.org

Federation of Women Contractors

5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Web: www.fwcchicago.com

Hispanic American Construction Industry Association (HACIA)

901 West Jackson Boulevard, Suite 205
Chicago, IL 60607
Phone: (312) 666-5910
Fax: (312) 666-5692
Web: www.haciaworks.org

Illinois Hispanic Chamber of Commerce

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbuisness.net

<p>Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Web: www.latinamericanchamberofcommerce.com</p> <p>National Association of Women Business Owners Chicago Chapter 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Web: www.nawbochicago.org</p> <p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Web: www.rainbowpush.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Web: www.suburbanblackcontractors.org</p> <p>Uptown Center Hull House 4520 N. Beacon Street Chicago, IL 60640 Phone: (773) 561-3500 Fax: (773) 561-3507 Web: www.hullhouse.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Web: www.wbdc.org</p>	<p>Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149</p> <p>Illinois Black Chamber of Commerce 331 Fulton Street, Suite 530 Peoria, IL 61602 Phone: (309) 740-4430 Fax: (309) 672-1379 www.ilbcc.org</p> <p>Englewood Black Chamber of Commerce P.O. Box 21453 Chicago, IL 60621</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: (773) 955- 9508</p> <p>United Neighborhood Organization (UNO) 954 W. Washington Blvd., 3rd Floor Chicago, IL 60607 Phone: (312) 432-6301 Fax: (312) 432-0077 Web: www.uno-online.org</p> <p>National Organization of Minority Engineers 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Web: www.nomeonline.org</p> <p style="text-align: right;">January 2012</p>
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ATTACHMENT B
(On Bidder/Proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification: _____
Description: _____

(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 on _____.

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 Business Enterprise ("DBE") contract goal. If you are aware of any DBE firms that would be capable of performing in any of the above-identified areas, please contact

(Bidder/Proposer) _____ at _____
Name of Company Representative Address/phone

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

Due to our inability to identify an appropriate DBE firm(s) certified by the Illinois Unified Certification Program ("IL UCP") to participate as a subcontractor or joint venture partner on this project, a request for the waiver of the contract goals will be submitted. Written comments on (Bidder/Proposer's) waiver request may be directed within fifteen (15) working days of your receipt of this letter to:

Jamie L. Rhee
Chief Procurement Officer
Department of Procurement Services
City of Chicago
121 N. LaSalle Street, Room 806
Chicago, Illinois 60602

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

Sincerely,

SCHEDULE B
Affidavit of DBE/Non-DBE Joint Venture
(FTA, FHWA and FAA Funded Contracts)

Note: If all joint venturers are DBEs, a written joint venture agreement between the DBE venturers may be submitted in lieu of this form. In all proposed joint ventures, each DBE venturer must submit a copy of its current Letter of Certification.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. DO NOT REFER TO YOUR JOINT VENTURE AGREEMENT EXCEPT TO EXPAND ON ANSWERS PROVIDED ON THIS FORM. IF ADDITIONAL SPACE IS REQUIRED, ADDITIONAL SHEETS MAY BE ATTACHED.

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

II. Identify each non-DBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____

III. Identify each non-DBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____

IV. Describe the role(s) of the DBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE 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 DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of DBE ownership of the joint venture?
DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

- B. Specify DBE percentages for each of the following (provide narrative descriptions and other details as applicable):
1. Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
 3. Contributions of equipment (specify types and quantities of equipment to be provided by each venturer): _____

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

 5. Provide copies of all written agreements between venturers concerning this project.
 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

- A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

Trade	Non-DBE Firm (number of employees)	DBE (number of employees)	Joint Venture (number of employees)

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-DBE (number) _____ Currently employed by DBE _____

- 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?

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

Attach additional sheets as needed.

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 there are any changes in the information submitted after filing this Schedule B and before the completion of the joint venture's work on the project, 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 DBE Partner Firm

Name of Non-DBE 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 to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____

Specification Number: _____

From: _____
(Name of DBE Firm)

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

The DBE status of the undersigned is confirmed by the attached agency member of the Illinois Uniform Certification Program Certification Letter dated _____.

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

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

SUB-SUBCONTRACTING LEVELS

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

_____ % of the dollar value of the DBE subcontract that will be subcontracted to non-DBE contractors.

_____ % of the dollar value of the DBE subcontract that will be subcontracted to DBE contractors.

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of DBE)

(Date)

(Name/Title-Please Print)

(Email & Phone Number)



SCHEDULE D-1
Compliance Plan Regarding DBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____
Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of _____
(Name of Prime Consultant/Contractor)

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

All DBE firms included in this plan have been certified as such by the City of Chicago or Illinois Uniform Certification Program (Letters of Certification Attached).

- I. **DBE Prime Consultant/Contractor:** If prime consultant is a certified DBE firm, attach copy of DBE Letter of Certification.
- II. **DBEs as Joint Ventures:** If the Prime Consultant is a joint venture and one or more joint venture partners are certified DBEs, attach copies of Letters of Certification and a copy of a Joint Venture Agreement clearly describing the role of the DBE firm (s) and its ownership interest in the joint venture.
- A. **DBE Sub-Consultants:** this section for each DBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of DBE: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 Dollar Value of Participation; \$ _____
 Percentage of Participation % _____

2. Name of DBE: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 Dollar Value of Participation; \$ _____
 Percentage of Participation % _____

3. Name of DBE: _____
 Address: _____
 Contact Person: _____
 Phone Number: _____
 Dollar Value of Participation; \$ _____
 Percentage of Participation % _____

4. Attach Additional Sheets as Needed

III. Summary of DBE Proposal

DBE Firm Name	Dollar Amount Participation \$	Percent Amount Participation %
Total Direct DBE Participation		

The Prime Contractor designates the following person as its DBE Liaison Officer:

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

_____ State of: _____
 Name of Prime Contractor (Print or Type)

_____ County of: _____
 Signature

 Name/Title of Affiant (Print or Type)

 Date

On this _____ day of _____, 20____, the above signed officer _____
 (Name of Affiant)

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

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

 Notary Public Signature

Commission Expires: _____ SEAL: _____

EXHIBIT 5: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

The Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

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 work under this Agreement and Employers Liability coverage with limits of not less than **\$500,000** each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than **\$5,000,000** for access to airside and **\$2,000,000** for landside, per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). 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 or Services.

Subcontractors performing work for the Consultant must maintain limits of not less than **\$5,000,000** for access to airside and **\$1,000,000** for landside 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 **\$5,000,000** for access to airside and **\$2,000,000** for landside 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 must maintain limits of not less than **\$5,000,000** for access to airside and **\$1,000,000** for landside with the same terms herein.

4) Error & Omissions/Professional Liability

When any architects, engineers, network technicians, or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants, or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than **\$3,000,000**. Coverage must include but not limited to contractual liability, performance of or failure to perform EDP, performance of or failure to perform other computer services, and failure of software and hardware products and the system to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Valuable Papers

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

6) All Risk Property/Installation Floater

All Risk Property/Installation Insurance must be maintained by the Consultant at replacement cost insuring loss or damage to City property including Airport Monitoring System equipment, materials, parts and supplies that are a part of the repair/or upgrades and other installation projects during the course of design, development, implementation, installation, testing, repair, replacement/maintenance of the System Equipment. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

Consultant is responsible for all loss or damage to City property including materials, parts or supplies at full replacement cost incurred during inspection, installation, modification, maintenance and/or repairs to Airport Monitoring equipment while in the care, custody and control of the Consultant or loss to any other City property as a result of the Agreement.

Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies), owned, rented, leased or used by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street 60602, and the Department of Aviation, 10510 Zemke Road, Chicago, IL 60666 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. The Consultant shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

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

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture

or limited liability company as a named insured.

The Consultant must require all subcontractors to provide the insurance required herein, or Consultant may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

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

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

INSURANCE CERTIFICATE FOR:

Named Insured: _____

Specification #: 113778

Contractor must provide and maintain at their own expense, during the term of the Contract and endorsements indicated below have been issued to return and perform any of the operation described within the insurance coverage and requirements specified below, insuring all operations related to the Contract.

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this Contract, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep. _____
City of Chicago	Agency/Company: _____
Procurement Department	Address: _____
121 N. LaSalle St., #806	Telephone: _____
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.) Chicago Department of Aviation
 Address: 10512 W. Zemke Boulevard, PO Box 66142, Chicago, IL ZIP Code: 60666 Attention: _____

EXHIBIT 6: CITY OF CHICAGO TRAVEL GUIDELINES

Such amount of compensation shall be inclusive of all direct and indirect costs, expenses, and profits of the Contractor in performing the Services.

The City of Chicago Travel Guidelines are issued by:

City of Chicago
Office of Budget & Management
City Hall, Room 604
121 North LaSalle Street
Chicago, Illinois 60602

Effective April 2008

1. City of Chicago Travel Policy

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and Contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget & Management (OBM).

This policy:

- Is not intended to cover routine local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out of town travel or travel to Chicago from another city.
- Applies to all City departments, employees and Contractors regardless of funding sources (i.e. grants).
- Requires that all employees secure the most economical means of travel, including cost, travel time and work requirements.
- Will be strictly enforced. Any deviation from these guidelines must be justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, Contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical travel arrangements available at that time.

For purposes of this policy, the Chicago metropolitan area is defined as Cook, DuPage, Will, Lake and McHenry counties.

2. General Approval

A. General Requirements

- The City recognizes the following activities as appropriate for travel purposes:
- Delivery of legislative testimony
- As a stipulation or condition of grant funding or otherwise required for state or federal certification

- Presentation on behalf of the City at a conference or seminar
- Financial or tax audit
- Site visits or operational evaluations related to departmental improvement efforts
- Court proceedings or case preparation
- Attendance at conferences, meetings, seminars or training sessions for which:
 - the topic is of critical interest to the City;
 - representation at the event is in the best interest of the City, and
 - the topic is related to an employee's professional development.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

B. Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees from any one department unless otherwise approved by OBM.

C. Travel Approval Procedure

- All travel arrangements are to be secured through the City's designated travel management agency, Corporate Travel Management Group (CTMG).
- All travel outside the Chicago metropolitan area requires approval from OBM.
- Complete original Travel Request Form and support documentation must be approved by the appropriate department head and submitted to OBM no later than seven (7) business days prior to the date of travel.
- In emergency situations in which there are fewer than seven (7) business days prior to a proposed trip, the Travel Request Form may be faxed to the requesting department's budget analyst at (312) 744-3618.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by OBM.
- A Travel Expense Report must be accurately and clearly completed and submitted with all receipts in order to obtain reimbursement for travel expenses.
- If there is a disputed reimbursement, a representative from the Comptroller's Office will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account 0245.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

D. Travel Outside the Continental United States

- All requests for City travel outside the continental U.S. must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

3. Reimbursable Travel Expenses

A. Business Related Expenses

- Business-related expenses incurred while on City business may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
 - Photocopying
 - Sending or receiving faxes
 - Express mail services
 - Internet connections
- Original receipts must be provided for reimbursement.

B. Transportation

- City-owned Vehicles
 - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not the standard “per mile” reimbursement.
 - Original receipts must be provided for all expenses.
 - Travel in a City-owned vehicle outside the Chicago metropolitan area (see p. 7) requires prior approval from OBM.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
 - Refer to the City of Chicago vehicle policy for other rules and regulations regarding the use of City-owned vehicles.
- Personal Vehicles
 - Employees may use personal vehicles for business travel within a 300-mile radius of Chicago.
 - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event will the reimbursement exceed the cost of coach airfare.
 - “Per mile” reimbursement includes the cost of gas, oil and general maintenance.
 - Parking and toll expenses will be reimbursed separately with original receipts.
 - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
 - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Car Rental
 - Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other mode of transportation impractical.
 - Car rental will not be approved for travel within the Chicago metropolitan area. City pool cars or I-Go cars should be reserved for such travel.
 - The compact car rental rate will be reimbursed unless the need for a larger car can be justified.

- Daily rental rates, taxes, surcharges, gas, car rental insurance and oil expenses are considered reimbursable items.
- Only one car rental will be allowed per trip.
- Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Original receipts are required for reimbursement.

- Common Carrier (Air, Train, Bus)
 - To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
 - First-class travel is prohibited.
 - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
 - Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
 - The lowest priced airfare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the airfares exceeds the cost of lodging for each extra day added together. For example, if the difference between airfares is \$500 and lodging for that Saturday and Sunday totals \$300, employees have the option of the Saturday night stay. The following applies when a traveler has opted for a Saturday night stay, but is not conducting City businesses on Saturday or Sunday:
 - Supporting documentation comparing airfares is needed to approve Saturday night stay options.
 - Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
 - Meals (per diem) are reimbursable at the appropriate rate.

- Ground Transportation (Taxis, Public Transportation, Limousine Service)
 - Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
 - Public transportation is encouraged.
 - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
 - Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
 - Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
 - Gratuity for ground transportation is the sole responsibility of the traveler.
 - Original receipts are required for reimbursement.

C. Laundry

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
- Original receipts are required for reimbursement.

D. Lodging

- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the “Rates” (page 14) section of this policy, exclusive of applicable taxes.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by OBM.
- Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group in the “Rates” section, if a lower priced hotel is available within a reasonable distance.
- Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
- Original receipts are required for reimbursement.

E. Meals

- Employees are entitled to a daily per diem allowance, as outlined in the “Rates” section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals
- If travel is conducted within the Chicago metropolitan area, meals will be reimbursed at the discretion of the department head and with prior approval from OBM
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area.

F. Telephone Calls

- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- Employees are allowed up to twenty (20) minutes (no more than \$5.00) for reimbursable personal phone calls per day while traveling on City business.
- Business calls may be reimbursed at the discretion of the department head with a maximum reimbursement of \$10 per day.
- When possible, employees should avoid hotel surcharges by using cell phones or phones outside the hotel room for personal and business calls.
- Original receipts are required for reimbursement.

G. Additional Expenses

- Original receipts are required to claim reimbursement for incidental expenses not listed above.
- Reimbursement for incidental expenses will be approved at the discretion of the department head.

- Employees are entitled to a daily per diem allowance, as outlined in the “Rates” (see p. 14) section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
- If travel is conducted within the Chicago metropolitan area (page 7), meals will be reimbursed at the discretion of the department head and with prior approval from OBM.
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area (page 7).

H. Travel Expense Advances

- Cash advances are not allowed.

I. Conference Registration Fees

- Registration fees may be charged to the department’s education and professional development accounts (Account 0169) at the discretion of the department head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early registration discounts.

J. Travel by City of Chicago Consultants or Contractors

- Travel by Consultants or Contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor’s Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses incurred, not any flat per diem.
- Travel by City employees to Contractor’s location prior to approved contract is prohibited.

K. Non-Reimbursable Travel Expenses

Non-reimbursable expenses include, but are not limited to, the following:

- Additional charges for room upgrades or special “club” floors.
- Alcoholic beverages
- Coat check services
- Entertainment, including but not limited to in-room movies
- Late check-out and guarantee charges
- Parking or moving violation tickets
- Personal services (i.e. barber, shoe shine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

L. Travel Reimbursement Rates

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II, III and IV are not all inclusive. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

Travel Reimbursement Rates

	Group I Cities	Group II Cities	Group III Cities	Group IV Cities
	Boston, MA	Atlanta, GA	Baltimore, MD Cleveland, OH Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Memphis, TN Milwaukee, WI Minneapolis/St Paul, MN Nashville, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Seattle, WA Tampa, FL	Kansas City, MO Louisville, KY Madison, WI Pittsburgh, PA St Louis, MO Springfield, IL**
	New York City and metro areas	Chicago, IL Houston, TX		
	Los Angeles, CA	Philadelphia, PA		
	Miami, FL	San Jose, CA		
	San Francisco, CA			
	Washington, DC and metro areas			
GROUND TRANSPORTATION Including parking at point of departure	\$55	\$50	\$40	\$30
TRANSPORTATION <i>AIR:</i> <i>BUS:</i> <i>RAIL:</i> <i>PERSONAL CAR*:</i>	Coach Economy Economy \$.0505/mile	Coach Economy Economy \$.0505/mile	Coach Economy Economy \$.0505/mile	Coach Economy Economy \$.0505/mile
LODGING Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement.	\$250.00	\$225.00	\$150.00	\$125.00
PER DIEM Including tax and gratuity	\$64	\$59	\$54	\$49

* Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2008 rate is listed.

** When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group III.

TRAVEL REQUEST FORM	
Name: _____	Department: _____
Purpose of Travel: _____	Bureau/Division: _____
_____	Destination: _____
Funding Code: _____	Departure Date: _____
If more than one funding code is to be used specify amount charge to each.	Return Date: _____
TRAVEL EXPENSE ESTIMATE	
TO BE COMPLETED AND SUBMITTED 7 BUSINESS DAYS PRIOR TO TRAVEL TO THE OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION	
Estimated Expense:	Transportation \$ _____
	Meals:
	_____ Days @ _____ per day \$ _____
	Lodging:
	_____ Days @ _____ per day \$ _____
	Registration (Acct. 0169) \$ _____
Other Expenses (please list):	
	_____ \$ _____
	_____ \$ _____
	_____ \$ _____
	TOTAL ESTIMATE \$ _____
I have reviewed this Travel Request, and find:	
The purpose of this trip fulfills an important public objective;	
This trip adheres to the City of Chicago Travel Policy;	
The purpose of the trip cannot be fulfilled locally.	
	Traveler: _____ Date: __
	Department Head: _____ Date: __
	OBM Analyst: _____ Date: __
	OBM Director: _____ Date: __
	Chief of Staff*: _____ Date: __
	* when applicable
Please attach approved Request Form to Expense Statement when submitting for reimbursement.	

TRAVEL EXPENSE STATEMENT										
Department Submit to Comptroller's Audit Section										
Employee:				Phone:			Employee Title:			
Contact:				Phone:			Travel Dates: From To			
Dept:		Purpose of Trip:								
Funding Code:										
	Transportation									
	Personal Auto	Rental	Ground	Common	Parking &	Room &				
Date	Common Carrier	Vehicles	Transp.	Carrier	Tolls	Taxes	Meals	Telephone	Misc.*	Total
				(Air, Train)						Expenses
							Subtotal (0245)			
							Registration Fee (0169)			
* Explanation of Miscellaneous Expenses							Total Expenses			
							Less Advance			
							Less Prepaid Expenses			
							Balance Due City			
							Balance Due Employee			
I hereby certify that this Travel Expense Statement is in accordance with the policies and procedures of the City of Chicago. All receipts included are original.							_____			
							Approving Finance Director or Designee			
_____				_____			_____			
Employee Signature				Date			Date			