

**REQUEST FOR PROPOSAL (RFP) FOR CONCESSIONS
MANAGEMENT SERVICES**

AT THE

O'HARE AND MIDWAY INTERNATIONAL AIRPORTS

Specification No. 85557

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: Jacoby Radford, Assistant Procurement Officer
Department of Procurement Services
Bid and Bond Room - Room 301 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A pre-submittal conference will be held on September 28, 2010, at 11:00 A.M., Daylight Savings Time, at the Aviation Administration Building, 10510 West Zemke Road Chicago, Illinois 60666

ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M. DST ON October 26, 2010

**RICHARD M. DALEY
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

SUBMITTAL CHECKLIST
REQUEST FOR PROPOSAL (RFP) FOR CONCESSIONS MANAGEMENT SERVICES AT
THE O'HARE AND MIDWAY INTERNATIONAL AIRPORTS
SPECIFICATION NO. 85557

Volume I - Required Content

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

Volume II - Required Content

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

**REQUEST FOR PROPOSAL (RFP) FOR
CONCESSIONS MANAGEMENT SERVICES AT THE O'HARE AND MIDWAY INTERNATIONAL AIRPORTS
Specification No. 85557**

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Exhibit 2 Schedule of Compensation (Cost Proposal is required with the Response)

Exhibit 3 1. Attachment A: Travel Guidelines

 Special Conditions Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment, including:

 1. Attachment A: Assist Agencies

 2. Attachment B: Sample Letter to Assist Agencies

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

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

 5. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

 6. MBE/WBE Utilization Report

Exhibit 4 Economic Disclosure Statement and Affidavit

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Exhibit 6 Professional Services Agreement (SAMPLE)

Exhibit 7 Project Reference Form

**REQUEST FOR PROPOSAL (RFP) FOR
CONCESSIONS MANAGEMENT SERVICES AT THE O'HARE AND MIDWAY INTERNATIONAL
AIRPORTS
CHICAGO DEPARTMENT OF AVIATION**

Specification No. 85557

I. GENERAL INFORMATION

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

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

A. Background

The Concessions Program at the Chicago Airport System undergoes continued redevelopment. This program requires a Consultant to provide program and property management services in all the domestic terminals at O'Hare International Airport and Midway International Airport. The services include the coordination of the planning and design of the space made available for the food and beverage, retail, duty free and service concessions. Also, the Consultant will be responsible for concession program, property and concession agreement management services..

B. Scope of Service

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

C. Term of Services

The City intends to award one (1) Agreement pursuant to this RFP solicitation for a base contract period of five (5) years.

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

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("**DPS**") regarding this RFP. All questions or requests for clarification must be submitted to the following e-mail address: concession.management@flychicago.com. All questions and requests for clarification must be submitted no later than 4:00 p.m. Daylight Savings Time on October 6, 2010 or no response will be provided except at the discretion of the City. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

2. Pre-Submittal Conference

The City will hold a pre-submittal conference at the Aviation's Administration Building Conference Room located at 10510 West Zemke Road Chicago, IL on September 28, 2010 at 11:00 a.m., DST. Attendance is not mandatory but is strongly encouraged. The City will address questions regarding the RFP at the pre-submittal conference, and may respond both to questions or requests for clarification raised on the day of the conference, and to questions submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications

3. RFP Document Availability, Information Resources

Respondents should obtain this RFP from the Bid and Bond Room located at City Hall, 121 N. LaSalle St., Room 301, Chicago, Illinois 60602.

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

In the alternative, Respondents may download the RFP from URL address: <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2010/Spec85557.pdf>. All Respondents who choose to download the RFP are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid and Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 85557 to (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773 to register Respondent's company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFP. Respondents are responsible for obtaining all RFP materials.

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

E. Deadline and Procedures for Submitting Proposals

1. Proposals must be received by the Bid and Bond Room no later than 4:00 p.m. DST on October 26, 2010.
2. The City may not accept Proposals 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 Proposal received after the due date and time.

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

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

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid and Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Jacoby Radford, Assistant Procurement Officer

4. Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies of the Proposal on CD in PDF format on fifteen (15) separate CD-ROMS. The original Proposal must be clearly marked as "ORIGINAL" and on all documents, requiring a signature must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in sealed envelopes or boxes.

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

Proposal Enclosed
Request for Proposals for Concessions, Management Services at the O'Hare and
Midway International Airports
Specification No. 85557
Due: 4:00 p.m. DST, October 26, 2010
Submitted by: _____
(Name of Respondent)
Package ____ of ____

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

6. **FEES FOR THE SUBMISSION OF PROPOSALS.** Section 2-92-418 of the Municipal Code of the City of Chicago requires for each competitively bid contract and each request for qualifications where the estimated dollar value of the Contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00 that **each bidder or proposer submit with its qualifications a non-refundable "submittal fee" in the amount of \$900.00.** The submittal fee must be submitted no later than the date and time on which the bid or qualifications is due. The submittal fee must be in the form of a certified check, cashier's check or money order payable to the City of Chicago. The CPO has determined the value of the contract for the Services required under this Contract does not exceed \$10,000,000.00. As a result, a submittal fee to the City with its Proposal to this RFQ is not required.

F. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	<u>September 17, 2010</u>
Pre-Submittal Conference	<u>September 28, 2010</u>
RFP Questions and Clarifications Due	<u>October 6, 2010</u>
Proposals Due	<u>October 26, 2010</u>

G. Conflicts of Interests

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

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

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

II. REQUIRED INFORMATION

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

A. Format

Proposals responding to this RFP should be prepared using a font no smaller than 10 point on 8 1/2" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for Proposal, reports, and all other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as no materials will be returned.

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

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

B. Volume I - Required Content

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

The Proposal must include the following information:

1. Cover Letter – limit of one page

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

2. Executive Summary – limit of three pages

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

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- E. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise ("**MBE**") and Women Business Enterprise ("**WBE**") Commitment, attached to this RFP as Exhibit 3; and
- F. Respondent must identify any exceptions or objections it has to the City's sample Professional Services Agreement ("**PSA**"), a copy of which is attached hereto as Exhibit 6. The City may from time to time revise the PSA. The City will not accept or entertain any exceptions or objections to the PSA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Property Management
- Concessions Agreement
- Program Management
- Airport Concessions Planning Services

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.

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

Respondent must describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The current MBE participation goal is 25% of the total contract value, and the current WBE participation goal is 5% of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level. To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

8. Cost Proposal – limit of seven pages

Respondent must submit a Cost Proposal based on Annual Budgets for each of the five (5) year base period. The City is requesting detailed information regarding the fees for the Services required. In Exhibit 2, provide details of the fees in the Schedule of Compensation. Respondent is responsible for disclosing any charges or fees not listed on Schedule of Compensation that the City would incur before, during, and after the transition of services.

Based on the City's need to compare fees between Respondent, Respondent should not deviate from the compensation methods outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms and conditions with selected Respondent.

C. Volume II - 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 a completed and executed Disclosure Affidavit, attached hereto as Exhibit 4. If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete a Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) ("**Municipal Purchasing Act**") or Chapter 2-154 of the

Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized.

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

6. MBE/WBE Documentation

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

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

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

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

7. Insurance

Respondents are **NOT** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in Exhibit 5. 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. 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 PROPOSALS

A. Evaluation Committee and Short-listing Process

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

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

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

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Proposal and/or to ask 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 Project Manager and Key Personnel. The proposed Project Manager and Key Personnel must be prepared to address the subjects and requirements for Property Management, Concessions Agreement, and Program Management 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 PSA, which it did not take exception or objection to as allowed in this RFP. If the City determines that it is unable to reach an acceptable Agreement with the selected Respondent, including failure to agree on a fair and reasonable compensation for the Services or any other terms or conditions, the City may

terminate negotiations with the selected Respondent, and may commence negotiations with any of the other Respondent(s) until such time as the City has negotiated an Agreement meeting its needs.

B. Evaluation Criteria

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

1. Ability to meet the service requirements described in the Scope of Services and Section III.B., above;
2. Technical and professional Competence as Evidenced by:
 - a. Respondent's overview and plan for implementing the Services;
 - b. Respondent's demonstrated experience organizational management to provide concessions management, property management, and program management services, in an expedited, streamlined environment at large hub US airports;
 - c. Respondent's professional qualifications, specialized experience and availability of Key Personnel;
3. Respondent's systems, management techniques, required expertise and resources designed to facilitate effective decision-making, and stakeholder coordination and control; Preference will be given to firms with significant experience and knowledge of all three components of the Services required per Exhibit 1, Scope of Services of this RFP;
4. The EC will consider Respondent's detailed cost proposal as indicated in Exhibit 2. Respondent's cost proposal is important, however, it is not the sole factor in the evaluation process. Each Respondent's qualifications and cost proposal will be evaluated to determine a best value Proposal to the City. The best value Proposal to the City will be that responsive and responsible Proposal that will achieve highest score based upon qualifications and price.
5. Completeness and comprehensiveness of Respondent's Response to this RFP, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications;
6. Legal actions that might affect Respondent's ability to perform as contracted;
7. Financial capacity to deliver the required Services;
8. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the City;
9. The level, relevance and quality of the proposed MBE/WBE utilization plan. In cases where multiple Respondents have demonstrated equivalent capabilities, resources and experience to provide the Services, preference may be given to Respondents who have established a joint venture or other team structure that affords MBE and WBE firms an equity position within the prime-contracting entity, and/or incorporates other capacity-building or innovative-utilization initiatives. The City will also consider MBE/WBE participation on Respondent's prior contracts with the City, if applicable;
10. The Respondent's demonstrated ability to meet the compliance with Insurance requirements identified in Exhibit 5.
11. The Respondent's willingness to take no exceptions to the PSA attached to this RFP as an

Exhibit 6; and

12. Outcome of oral interviews including technical analysis and presentation (if requested by the City);

IV. CONFIDENTIALITY; PUBLIC INFORMATION

Respondents may designate those portions of a Proposal, 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 Proposal 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 Proposal. The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposal. 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 Proposal."
- C. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.
- D. **All Proposals submitted to the City in response to this RFP 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 Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFP, 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 RFP PROCESS

A. Addenda

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

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

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

B. City's Rights to Reject Proposal

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

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 RFP process, including but not limited to costs associated with preparing the Proposal, and/or participation in any conferences, oral presentations or negotiations.

EXHIBIT 1

SCOPE OF SERVICES

CHICAGO AIRPORT SYSTEM CONCESSIONS PROGRAM CONTRACTOR SCOPE OF SERVICES

The Concessions Program at the Chicago Airport System is undergoing continual redevelopment. This program requires a Respondent to provide program and property management services in all the domestic terminals at O'Hare International Airport and Midway International Airport. The services include the coordination of the planning and design of the space made available for the food and beverage, retail, duty free and service concessions. Also, the Respondent will be responsible for concession program, property and concession agreement management services. Further, these services also include duties as requested from the Department.

PROPERTY MANAGEMENT CONCESSION AGREEMENTS PROGRAM MANAGEMENT AIRPORT CONCESSION PLANNING SERVICES

I. PROPERTY MANAGEMENT SERVICES

The Respondent will be expected to perform routine and day-to-day management of food, beverage and retail operations. Respondent's duties shall include, but not be limited to, the following tasks for all food, beverage, retail and service concessionaires.

1. As directed by the Department of Aviation, calculate monthly rents (which also include fees) and prepare monthly billings, verify collection of rents in accordance with the Department's procedures, generate financial reports and amounts payable as directed by the City Comptroller.
2. Work with the Department of Aviation, the City of Chicago Department of Law and City of Chicago Comptroller's Office to collect delinquencies. Prepare monthly outstanding receivables aged on 30/60/90 day basis. Follow up on delinquent receivables. Respondent will work with Department in the issuance of default notices and rent relief (credits) requests. The Respondent will provide annual billing analysis and make recommendation for a write-off of receivable amounts following termination according to agreed policy.
3. Aggressively monitor concessionaire compliance with the terms of the concession agreement, including but not limited to exclusive use clauses, insurance, pricing, capital expenditures, and quality of merchandise/service, hours of operation, signage, cleanliness, and compliance with the Department of Streets and Sanitation, Department of Building and Department of Public Health requirements.
4. Enforce the audit findings of the Department of Aviation's independent accountant. These include the credit to provide rent credit or demand payments or modifications in the letters of credit.
5. Generate monthly reports to the Department of Aviation, and such other financial and management reports, that are usually and customary generated in food, beverage, retail and service operations, and such other reports and analysis as may be requested by the Department from time to time. This will need to be further enhanced with the development and or integration of current files and information utilizing a database and online data gathering system. The Respondent will work with the Department to complete and maintain this information. In addition, will develop monthly and annual

revenue (rents) projections by concessionaire and by food, beverage, retail and service type and by location.

6. Develop and maintain concessionaire files, including copies of licenses and correspondence, insurance certificates, copies of letters of credit, etc. Files maintained by the Respondent will be copies, yet shall still be the property of the Department of Aviation and are to be turned over to the Department at the termination of the Contract. In addition, The Respondent will provide the necessary assistance for the record keeping and maintenance for the Department of Aviation's original documentations and filing system.
7. Computerize and innovative record keeping and retrieval on a standard, commercially available property and database management software program. Programs and all collected data shall be the property of the Department of Aviation and will be turned over to the Department at the termination of the Contract. Continual training of the Department of Aviation staff on the use of property management software will be critical. In addition, a regular maintenance schedule of all database and property management information will be developed and adhered to as a measurable deliverable under this contract. The use of technology for very common property management activities, inputting data and reporting is also requested of the Respondent.
8. Provide adequate on-site staff at O'Hare International Airport and at Midway International Airport that will work with Concessionaires. By doing so, will act as liaison between the Department of Aviation and concessionaires.
9. Meet on a regular basis with Department of Aviation personnel.
10. Actively work with the Department of Aviation Safety and Security and the TSA in order to adhere to regulations regarding safety and security for Concession retail space, storage and logistics. This is critical with regards to the overnight delivery at O'Hare and at the Central Distribution Center at Midway.

A. Central Distribution

Manage Central Distribution Operator at a Central Distribution Facility.

The duties of the Central Distribution Operator will include merchandise receiving, distribution, and delivery service for all Concessionaires at Midway International Airport for the delivery of products and merchandise from licensee vendors, including:

1. Manage a receiving facility to receive goods and merchandise from all vendors to all concessionaires operating at Midway International Airport., to the extent allowed by law;
2. Security check goods and merchandise as directed by the City;
3. Transport goods and merchandise from the receiving facility to Airport loading docks in compliance with access and security regulations set forth by the City;
4. Return goods, merchandise and equipment from concessionaires to receiving facility as reasonably requested by concessionaires;
5. Operate at least six days per week during such hours as may be approved from time to time by the Commissioner.
6. Provide annual reports as to the efficiency and effectiveness of this center regarding safe, cost effective means of delivery of product to the airport. Identify and set baseline standards using and comparing industry best practices.

7. The Respondent will work to monitor the nighttime delivery of goods and merchandise for O'Hare International Airport's Domestic terminals. A continual assessment of a central distribution center for O'Hare will need to be provided along with any recommendation if one such center should be built to provide similar efficiencies as are provided at Midway International Airport.

II. CONCESSION AGREEMENTS SERVICES

The Respondent shall assist the Department of Aviation in securing concession agreements for all square footage available for the food, beverage, retail and service concessions program at O'Hare International and Midway International Airport. The Respondent's Concession Agreement Scope of Services shall include the following duties:

1. Develop and regularly update a merchandising and services assessment and plan indicating where various types of food, beverage, retail and service concessions exist and where the merchandise and services should be located within the domestic terminals. This is critical as this functions works with the Program Management duties.
2. Develop Request for Qualifications and/or Request for Proposal package(s) that will be used in the solicitation process for potential concessionaires. Develop and implement procedures to assist the Department of Aviation in the receipt, review, analysis and management of information received in response to the Request for Qualifications and/or Request for Proposal.
3. Coordinate with the Department's Marketing and Concession Sections for the annual development of an outreach plan that specifically sets goals, appropriate targets and strategies across the City of Chicago and State of Illinois, in order to raise awareness of the Chicago Department of Aviation Concessions Program, its Airport Concessions Disadvantaged Business Enterprises (ACDBE) component, and the open bid process. In addition, work with other City of Chicago Departments to accomplish this goal, which may include, but are not limited to, the Office of Compliance, The Department of Community Development, The Department of Business Affairs and Consumer Protection. In addition, The Respondent will assist the Department of Aviation with the development and maintenance of the prospective concessionaires' database and other relevant targets.
4. Participate with the Department of Aviation in the development and continued refinement of a standard concession agreement for use with potential concessionaires.
5. The Respondent shall assist during negotiations with potential concessionaires. Further, the Respondent will be responsible for:
 - i. Coming to agreement with the Department of Aviation on the space available to the potential concessionaire.
 - ii. Assist in the day-to-day contact for discussions with potential concessionaires. The Department of Aviation will act as lead.
 - iii. Performing background checks and all due diligence on prospective primes and minority partners.
 - iv. Provided the preliminary negotiations for the financial terms with the potential concessionaire in accordance with the baseline pro forma. The Respondent, in conjunction with the Department of Aviation shall negotiate the best possible overall concession taking into consideration potential gross revenues (rents), location, product quality, capital investment, operator experience, menu / merchandising and pricing.
6. The Respondent shall present any selected deals, including business terms, to the Department of Aviation for final approval and prepare written reports for presentation by the CDA to City Officials. Such written reports, unless otherwise instructed, shall include:

- i. An attestation by the Respondent recommending or not recommending that the City enter into the transaction.
 - ii. Concepts summaries including menus/merchandising/service lists and any available photos or renderings.
 - iii. Terminal Maps depicting locations of proposed spaces.
 - iv. Financial and term sheets which shall include the economics of the deal, anticipated sales per enplanement, gross revenues to the CDA, tenant investment summaries, amortization schedules, comparative airport data, and other pertinent aspects of the deal including local and/or ACDBE participation.
 - v. Coordinating the preparation and modification of the license agreement with the City of Chicago Law Department or private sector law firms as directed by the Department of Aviation.
 - vi. Prepare Exhibits to the concession agreements.
7. Work with the Department of Aviation and or its designated representative to incorporate leasing activities and results thereof into planning and design activities.
 8. Prepare documentation or other presentation materials for meetings with the airlines and City leaders.

III. PROGRAM MANAGEMENT SERVICES

The Respondent shall provide Program Management Services, including the coordination of the planning, design and construction of the square footage made available for the food, beverage and retail concessions, for the Concessions Redevelopment Program at the domestic terminals at O'Hare International Airport and Midway International Airport. The Respondent's Program Management Scope of Services includes the following duties:

- i. The Concession Program Redevelopment and Refinement.
- ii. Concession site selection/predevelopment, design/scheduling and construction coordination.
- iii. Program marketing, research and community outreach.

The Program Management Services also includes merchandise and passenger service quality control and oversight of the Central Distribution center at Midway Airport.

A. Concession Redevelopment Plan Refinement

1. At the direction of the Department of Aviation, participate in the refinement of the scope of the Concessions Redevelopment Plan, which may be required due to changes in the retail economy and/ or marketplace. Refinements may be required to update merchandising/concept plan, sales and revenue projections, pro forma and market data.
2. Develop periodic financial analysis (Return on Investment (ROI), Internal Rate of Return (IRR)), Annual Sales and Revenue Projections and other analysis as needed for the Department or the airlines.
3. Conduct comparative airport statistical analysis as required to support proposed space allocation, rental structure and sales and revenue projections.
4. Update passenger circulation and cluster analysis based upon changes in gate assignments or enplanement levels on a monthly basis. Utilization of an online platform required. This will be used to further refine the retail space requirement analysis.

5. Develop, conduct and evaluate retail market surveys of passengers, employees, greeters and well-wishers. This can be done as a combination of passenger interviews, online surveys and other technological uses. Use of a third party consultant to provide this assessment preferred.
6. Conduct construction feasibility studies, and perform value engineering of construction costs. Recommend economies consistent with the Department of Aviation requirements.
7. Conduct utilities and related infrastructure and environmental analysis as required.

B. Predevelopment, Design Coordination and Scheduling

The Respondent will work on the design and build out of the Concession spaces. The Concession spaces will require appropriate design approaches that are consistent with the Sustainable Airport Manual being developed by the airport. Further, the Respondent will assist the Department of Aviation in the oversight of design professionals in the execution of the design standards for the Concessions but include standards, which address common areas and tenant spaces

- a Work with the Department and its other designated The Respondents to establish the project objectives, scope, and organization and reporting guidelines for effective quality, schedule and cost control.
- b Establish documentation procedures.
- c Participate in design review committees with the Department's architects.
- d Assist the Department to identify the key schedule milestones and constraints.
- e Coordinate regularly scheduled project meetings and monitor the design and documentation phase for conformance with the Department requirements.
- f On an as needed basis, develop, coordinate and implement a tenant design review process, including meeting with tenants and their architects to review procedures, scheduling site surveys, developing design schedules, and processing and reviewing design submittals, in conjunction and coordination with the Department's design architect and construction manager.
- g A LEED Certified Professional would be required.

C. Program Marketing

Establish and administer a comprehensive concession marketing and promotional program. The program should be aimed at promoting the products and services of concessionaires, the concessions operation at O'Hare and Midway and communicating the concession program's message. This program will coordinate with the Department's Marketing Department for the annual development of an outreach plan that specifically sets goals, appropriate targets and strategies across the City of Chicago in order to raise awareness of the Concessions Program, its Airport Concessions Disadvantaged Business Enterprises (ACDBE).

In addition, work with other City of Chicago Departments to accomplish this goal, which may include but are not limited to the Department of Procurement Services, The Department of Community Development, The Department of Business Affairs and Consumer Protection.

1. Provided tracking of the Marketing Fund on a monthly, quarterly and annual basis. A measurable deliverable will be the development of an annual marketing plan. The Respondent will make recommendation how to execute annual strategies and goals.

2. **Concessions Technological Presence.** Development and implementation/coordination of new Concessions presence on our current website associated with the Chicago Department of Aviation, flychicago.com. In addition, the Respondent must provide integrated innovative means of using online and technological application presence to market concessionaires. This includes but is not limited to the uses of social media, mobile device applications, public address system, targeted email campaigns, marketing trends and integration with the Advertising Concessionaire. The goal is to provide a platform in which passengers can be informed and have airport concessions promoted to them in real time as passengers are planning to arrive but also while they are in the terminals.

The Respondent will provide marketing research, which include the design and execution of periodic surveys of passengers, employees and visitors to assess customer satisfaction with the concessions program and to identify potential areas of improvement.

3. The Respondent will position O'Hare and Midway concessions as an entrant in relative industry award programs and pitch timely features to industry journals, local/national and worldwide media outlets in coordination with the Departments Marketing/Press section. This will be a measurable deliverable on the performance of this contract.

D. Quality Control Staffing

Design, implement and evaluate quality control program for all services and concessions that comprise the program. Evaluate best practices in the airline concession industry. The program shall include reporting of secret shopping results to the Department and concessionaire management, as well as follow up with store personnel to address unfavorable behavior and observed deficiencies. Organize quarterly workshops to assist concessionaire store management and employees in developing better customer service habits.

1. Operate and expand on the existing concessionaire merchant association at O'Hare International Airport and at Midway International Airport, including the development of a concessionaire information and orientation manual, regularly scheduled meetings.
2. Coordinate periodic concessionaire training programs for their employees. This can be done utilizing consultants.
3. Respond to customer/passenger complaints on behalf of the Department of Aviation utilizing a developable standardized system.

E. Federal and Local Affirmative Action Compliance

The Respondent shall be responsible for advising and assisting the Department of Aviation in the implementation and monitoring of federal and local affirmative action plans may or may not impact airport concessions.

1. Airport Concession Disadvantaged Business Enterprises ("ACDBE")

As federally funded airports, O'Hare and Midway are subject to ACDBE regulations set forth in 49 CFR Parts 23 and 26 and guidance issued by the FAA, such as its guidance on counting ACDBE participation in a joint venture toward ACDBE participation goals. Respondent must employ at least one individual who is fully conversant in the requirements imposed upon airports under those regulations and guidance, who has experience in the following functions and who is qualified and available to perform these functions on behalf of the Department of Aviation:

- i. Preparation and submission of ACDBE program and goal documents to the Federal Aviation Administration
 - ii. Reporting actual ACDBE participation to the FAA annually
 - iii. Evaluation of concession proposals for evidence of concessionaires' good faith efforts to meet ACDBE goals set forth in the applicable request for proposals
 - iv. Evaluation of a concession proposal to determine (a) if an ACDBE proposed by the concessionaire is capable of performing its functions established in the proposal and (b) if the value of the ACDBE's proposed functions are equivalent to the percentage of gross revenues attributed to the ACDBE by the concessionaire, especially in the case of ACDBE joint venture partner
 - v. Preparation of such documentation regarding administration of the airports' ACDBE program as may be required by the FAA from time to time, including but not limited to documentation required in response to an audit or review of the ACDBE program
 - vi. Monitoring ACDBE activities to ensure that the ACDBE is performing, with its own forces, the duties ascribed to the ACDBE in the proposal and concession agreement
2. Minority Business Enterprises ("MBE") and Women's' Business Enterprises ("WBE")

In addition to the ACDBE program, which pertains to the on-going ownership and operation of the concession, the City has received authorization from the FAA to apply its local MBE/WBE program requirements in the design and construction of concessions. In connection therewith, the Respondent will be responsible for assisting the Department of Aviation in reviewing the concessionaire's proposed MBE/WBE plan and monitoring compliance therewith.

If a separate Aviation user section has these services available, then the Respondent will need to coordinate with that other section in order to ensure that proper adherence and reporting is provided.

IV. Airport Concession Assessment, Benchmarking, Planning Services

As required, the Respondent must provide additional analysis, benchmarking and planning services to the Department to meet the needs of airport concessions as the industry evolves. Further, as airlines continue to request more in terms of additional revenue streams. If the City requires these services, the City will initiate a service request in the form of a task order. The types of services that may be required in the Task Order Proposal request include:

1. Retail Assessment of merchandise and store/concept mix in order to make strategy changes to optimize passenger experience as well as airport revenue.
2. Benchmarking of the Chicago Department of Aviation Concession Programs for both O'Hare and Midway International Airports compared to North American and Airports Worldwide.
3. Strategic Development of concession advertisement: Planning and strategy development that will integrate an evolving advertising concession with other typical concessions categories. Strategy and deployment will be required in order to increase the impact that the concession marketing fees and advertising have on the passenger experience.
4. Passenger segmentation analysis in order to provide a framework for making changes to concession program.

5. New concession space planning. As the airports terminals continue to evolve based upon the airlines use, the Department will need an assessment and qualitative solution on how this impacts the concession program.

The proposal will also include at a minimum a scope, a timeline, a budget, deliverables as identified above, and a list of key personnel all of which must conform to the terms of the task order request and the terms and conditions of the contract.

EXHIBIT 2

SCHEDULE OF COMPENSATION Cost Proposal

Chicago Department of Aviation
Concessions Program Scope of Services

Proposed Cost Proposal

The Respondent should include in its cost proposal fully loaded hourly rates for each year of the agreement by personnel/staff classification for each category listed below in accordance with the scope of services Exhibit 1. The format should be consistent with the format of Schedule 1, 2, 3, and 4, included as Exhibit 2.

- Property Management Services
- Concession Agreements
- Program Management Services
- Airport Concession Planning Services

The detailed breakdown should be for both O'Hare and Midway International Airports. Fully loaded hourly rates should include direct salary, fringe benefits, overhead, profit, and applicable taxes.

An annual summation of hours for each year should be input using the format of the cost proposal summary sheet identified as Exhibit 2.

The respondent will also need to provide a detailed cost proposal that will breakdown the costs for services related to the planning of the concession program as redevelopment continues. This can include cost such as subcontractor, vendor costs travel and administrative fees. Reimbursement for travel is in accordance with the "Travel Reimbursement Guidelines", Exhibit 2A.

Reimbursable Expense/Additional Services

Respondent should include in their proposal any additional reimbursable expenses/Additional service cost required to perform the Scope of Services set forth in Exhibit 1. Respondent will be reimbursed for direct cost with no mark up.

Respondent should include a detailed explanation to support all cost identified in the cost proposal.

**Exhibit 2
 Cost Proposal**

Summary Sheet

	Year 1	Year 2	Year 3	Year 4	Year 5
Property Management Schedule 1					
Midway International Airport	\$ -	\$-	\$ -	\$ -	\$ -
O'Hare International Airport	\$ -	\$-	\$ -	\$ -	\$ -
Total	\$ -	\$-	\$ -	\$ -	\$ -

Central Distribution Schedule 2					
Midway International Airport Total	\$ -	\$-	\$ -	\$ -	\$ -

Concession Agreement Schedule 3					
Concession Agreement Total	\$ -	\$-	\$ -	\$ -	\$ -
Reimbursable Expense Total	\$ -	\$-	\$ -	\$ -	\$ -
Additional Services Total	\$ -	\$-	\$ -	\$ -	\$ -
Total	\$ -	\$-	\$ -	\$ -	\$ -

Airport Concession Planning Services Schedule 4					
Additional Services Budget					
Concession Analysis Services	\$ -	\$-	\$ -	\$ -	\$ -
Concession Benchmarking Services	\$ -	\$ -	\$ -	\$ -	\$ -
Concession Planning Service	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$-	\$ -	\$ -	\$ -

TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -
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**Schedule 1 –
 Property Management**

**Annual Property Management
 Detail Fees**

**Midway
 International
 Airport**

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total
Staffing	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B
Position... 1	\$ -	-	\$-	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 2	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 3				\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Total		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -

**O'Hare
 International
 Airport**

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total
Staffing	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B
Position... 1	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 2	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 3				\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Total		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -

**Schedule 1 –
 Property Management**

**Annual Total Property Management
 Summary Fees**

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total
Midway International Airport		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -
O'Hare International Airport		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -
Total		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -

ASSUMPTIONS:

**Schedule 2
 Central Distribution**

**Midway International Airport
 Detail Fees**

Staffing	Year 1			Year 2			Year 3			Year 4			Year 5		
	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total
	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B
Position... 1	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 2	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 3	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position... 4	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Position...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Total		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -

**Annual Total Central Distribution
 Summary Fees**

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total	Hourly Rate	Annual Hours	Total
Total Central Distribution		-	\$ -		-	\$ -		-	\$ -		-	\$ -		-	\$ -

**Schedule 3
 Concessions Agreements**

**Concessions Agreements
 Detail Fees**

Services	Year 1			Year 2			Year 3			Year 4			Year 5		
	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total
	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B
Program Planning	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Subcontractor / Vendor	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Administrative Fees	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Services...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Concession Agreements Services Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -

ASSUMPTIONS:

**Schedule 3
 Concessions Agreements**

**Additional Services Detail Fees
 Concessions Agreements**

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total
	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B
Additional Services Fee															
Services... 1	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Services... 2	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Services...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Additional Service Fees Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Reimbursable Cost... 1	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Reimbursable Cost... 2	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
.	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Reimbursable Cost ... n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Reimbursable Cost Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -

**Annual Concession Agreements
 Summary Fees**

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total
Concession Agreements Services Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Additional Service Cost Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Reimbursable Cost Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -

**Schedule 4
 Airport Concessions Planning Services Budget**

Reimbursable Expenses/Additional Services Fee

	Year 1			Year 2			Year 3			Year 4			Year 5		
	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total	Mnth Fee	Annual Mnth Usage	Annual Total
	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B	A	B	C = A*B
Concession Analysis Services	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Concession Benchmarking Services	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Concession Planning Service	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Services...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Services...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Services...n	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
Airport Concessions Planning Services Fee Total	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -

Additional Services Budget

An estimated Task order budget should be prepared based on the portion of the Scope of Services identified as Ex.1, that may possibly require a task order.

ASSUMPTIONS:

EXHIBIT 2A

CITY OF CHICAGO TRAVEL GUIDELINES

Such amount of compensation shall be inclusive of all direct and indirect costs, expenses, and profits of the Consultant in performing Bidding Phase Services and Construction Support Services.

The City of Chicago Travel Guidelines are issued by:

City of Chicago
Office of Budget and Management
City Hall, Room 604
121 North LaSalle
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 and 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. City of Chicago

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 consultant'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.

4. 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 New York City and metro areas Los Angeles, CA Miami, FL San Francisco, CA Washington, DC and metro areas	Atlanta, GA Chicago, IL Houston, TX Philadelphia, PA San Jose, CA	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**
GROUND TRANSPORTATION Including parking at point of departure	\$55	\$50	\$40	\$30
TRANSPORTATION				
<i>AIR:</i>	Coach	Coach	Coach	Coach
<i>BUS:</i>	Economy	Economy	Economy	Economy
<i>RAIL:</i>	Economy	Economy	Economy	Economy
<i>PERSONAL CAR*:</i>	\$.0505/mile	\$.0505/mile	\$.0505/mile	\$.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:	
<ul style="list-style-type: none"> • 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:										
Date	Transportation	Rental Vehicles	Ground Transp.	Common Carrier (Air, Train)	Parking & Tolls	Room & Taxes	Meals	Telephone	Misc.*	Total Expenses
	Personal Auto Common Carrier									
							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.										
Employee Signature _____			Date _____							

EXHIBIT 3

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services)

I. Policy and Terms

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

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

- B. 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 of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0

WBE Contract Goal: 5.0

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

II. Definitions

- A. **“Area of Specialty”** means the description of an MBE or WBE firm’s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm’s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contract’s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- B. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- C. **“Executive Director”** means the executive director of the Office of Compliance or his or her designee.
- D. **“Minority Business Enterprise”** or **“MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- E. **“Women Business Enterprise”** or **“WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- F. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

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

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

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor’s MBE/WBE Utilization Plan shall not conclusively establish the contractor’s right to full MBE/WBE credit for that firm’s participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.

V. Regulations Governing Reduction or Waiver of MBE/WBE Goals

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

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

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

- A. Direct/Indirect Participation

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- (1) Project identification and location;
- (2) Classification/commodity of work items for which quotations were sought;
- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement, which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions, which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

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

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

- (1) A listing of all potential subcontractors contacted for a quotation on that work item;
- (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

- (1) The City's estimate for the work under a specific subcontract;
- (2) The bidder/ 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 M/WBE or other firm.

B. Assist Agency Participation

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

B. Assist Agency Participation

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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

VI. Procedure To Determine Bid Compliance

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

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

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

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

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI.A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/Proposal, it must be received by the Contract Administrator within ten (10) days of the bid/Proposal opening. (All post bid/Proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/Proposal non-responsive and therefore reject the bid/Proposal.

B. Letters of Certification.

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

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE Proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening, (see Section VI.A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

VII. Reporting Requirements During The Term of The Contract

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

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.

NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Executive Director shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

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

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

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

IX. Non-Compliance and Damages

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

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

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

XI. Record Keeping

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

XII. Information Sources

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

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528
(312) 353-4003

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

S.B.A. - Procurement Assistance

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

Project information and general MBE/WBE information:

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Office of Compliance
ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

General Information, Department of Procurement Services: www.cityofchicago.org

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

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

**Chicago Minority Business
Development Council**
1 East Wacker Drive
Suite 1200
Chicago, Illinois 60601
Attention: Tracye Smith, Executive Director
Phone #: (312) 755-8880
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 8/3/10 (jmm)
MBE/WBE Professional Services rev. 10/16/03 (dlh)

CITY OF CHICAGO
Department of Procurement Services
ATTACHMENT A
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

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

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

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 Minority Supplier Development Council, Inc.

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

111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce

3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

CITY OF CHICAGO
Department of Procurement Services
ATTACHMENT A
Assist Agencies

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

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

Suburban Black Contractors Association

1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House

4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

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

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

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

Coalition for United Community Labor Force

1253 W. 63rd Street
Chicago, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621

Ralph G. Moore & Associates (RGMA)

211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911
Fax: (312) 419-1918

South Shore Chamber, Incorporated

Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955-9508

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

ATTACHMENT B

(On Bidder/Proposer's Letterhead)

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

(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 _____ advertised specification with the City of Chicago.

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

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

_____ at _____
Name of Company Representative Address/phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 403
Chicago, Illinois 60602

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

Sincerely,

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.**

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

II. Email address: _____
Name of non-MBE/WBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. III. Name of MBE/WBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

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

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other 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, quality and quantities of equipment to be provided by each venturer): _____

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

5. Costs of bonding (if required for the performance of the contract): _____
6. Costs of insurance (if required for the performance of the contract): _____

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

D. Identify each current City of Chicago contract and each contract completed during the past two 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 his/her compensation:

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

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

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

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 that may be awarded and for initiating action under federal or state laws concerning false statements.

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____
(SEAL)

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

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

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

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

- Sole Proprietor Corporation
 Partnership Joint Venture

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

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

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

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

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

(Signature of Owner or Authorized Agent)

Name/Title (Print)

Date

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Contract Name: _____
Specification No.: _____

State of _____

County (City) of _____

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

Name of Prime Consultant/Contractor

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

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

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount of Participation \$ _____
 Percent Amount of Participation: _____ %

2. Name of MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount of Participation \$ _____
 Percent Amount of Participation: _____ %

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____%
4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____%
5. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____%
6. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____%
7. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____%
8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

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

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

Name _____ Phone Number: _____

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

Signature of Affiant (Date)

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
 by _____ (name /s of person/s)
 as _____ (type of authority, e.g., officer, trustee, etc.)
 of _____ (name of party on behalf of whom instrument
 was executed).

(Seal)

Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____

Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

and duly authorized representative of _____
(Name of Prime Consultant/Contractor - Print or Type)

_____ (Address of Prime Consultant/Contractor) (_____) _____ (Phone)

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

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

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ _____

Total WBE: \$ _____

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

MBE/WBE UTILIZATION REPORT

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer,
trustee, etc.)
of _____ (name of party on behalf of whom
instrument was executed).

Signature of Notary Public

(Seal)

EXHIBIT 4

Economic Disclosure Statement (“EDS”) and Affidavit and Appendix A EDS On-Line Instructions and EDS Template

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 CPO, 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.

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.

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT TEMPLATE

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT TEMPLATE

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

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

For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS.

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

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

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

1. 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.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. 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.

Ver. 11-01-05

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

- 1. the Applicant
OR
- 2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR
- 3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

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

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

- 1 Indicate the nature of the Disclosing Party:
 - Person
 - Publicly registered business corporation
 - Privately held business corporation
 - Sole proprietorship
 - General partnership*
 - Limited partnership*
 - Trust
 - Limited liability company*
 - Limited liability partnership*
 - Joint venture*
 - Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3)?)
 - Yes No
 - Other (please _____)

specify) _____

*** Note B.1.b below.**

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes

No

N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name

Business Address

Percentage Interest in the Disclosing Party

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

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

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

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

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

c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;

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

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

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same

management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the

Applicable Party, is under common control of another person or entity;

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

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

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

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

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

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

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

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

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

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

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

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

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

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

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

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

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

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

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

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

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

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

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?
Economic Disclosure Statement

Yes No

If "Yes," answer the three questions below:

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

Yes No

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

Yes No

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

Yes No

If you checked "No" to question 1. or 2. above, please provide an explanation:

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party

waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

(Print or type name of Disclosing Party)

Date: _____

By:

(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____, at _____

_____ County, _____ (state).

_____ Notary Public.

Commission expires: _____.

12/15/05 DPS Word Version of Law 11/01/05 Version

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CERTIFICATION

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

(Print or type name of Disclosing Party)

Date:

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____,
at _____ County, _____ (State).

Notary Public.

Commission expires: _____ .

EXHIBIT 5

INSURANCE REQUIREMENTS AND CITY OF CHICAGO INSURANCE CERTIFICATE

Concessions, Real Estate, and Property Management Services at the O'Hare and Midway International Airports Chicago Department of Aviation

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage 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 Services 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 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 (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$5,000,000 for access to airside and \$2,000,000 for landside with the same terms in this subsection.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for Consultant must maintain limits of not less than \$5,000,000 for access to airside and \$2,000,000 for landside with the same terms in this subsection.

4) Professional Liability

When any Property/Program Managers 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 \$5,000,000. 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 Five (5) years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$2,000,000 with the same terms in this subsection.

5) Valuable Papers

When any plans, designs, drawings, media, data, specifications, records, reports and other 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) Blanket Crime

The Consultant must provide Blanket Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy must be written to cover losses in the amount of maximum monies or funds collected, received and in the possession of Consultant at any given time.

7) Property

Consultant is responsible for all loss or damage to City property at full replacement cost.

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

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this 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. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. 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 requirements of Agreement. 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. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance 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.

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 Consultant under this 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.

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 desire 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.

EXHIBIT 6

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Specification No.: ____/P.O. No.: ____

Vendor No.: _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
CHICAGO DEPARTMENT OF AVIATION**

AND



**CONCESSIONS, REAL ESTATE, AND PROPERTY MANAGEMENT
SERVICES**

AT THE

O'HARE AND MIDWAY INTERNATIONAL AIRPORTS

**RICHARD M. DALEY
MAYOR**

**Jamie Rhee
Chief Procurement Officer**

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LIST OF EXHIBITS

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	MBE/WBE Special Conditions and Schedules
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Key Personnel
Exhibit 7	City of Chicago Travel Guidelines

Specification No. _____/P.O. No.: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2010, by and between _____ ("**Consultant**"), 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 Aviation ("**City**"), at Chicago, Illinois.

The City and Consultant agree as follows:

TERMS AND CONDITIONS

Article 1. DEFINITIONS

1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1 and Exhibit 1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 9.3 of this Agreement before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Airports" mean 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.

"Business Day" means any day that all City departments are open and performing business functions.

"CPO" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"Calendar Day" means every day shown on the calendar including Saturdays, Sundays and holidays.

"Commissioner" means the chief executive of the Department, and any representative authorized in writing to act on the Commissioner's behalf.

"Department" means the Department of Aviation.

"Force Majeure Events" means events beyond the reasonable control of a party to this Agreement,

which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Consultant which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Consultant has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);

“**Program**” or “**CIP**” means the capital improvement program for either Airport.

“**Project**” means a project that is part of a Program.

“**Services**” means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

“**Subcontractor**” means any person or entity with whom Consultant contracts to provide any part of the Services, and all subcontractors and subconsultants of any tier, including suppliers and material persons, whether or not in privity with Consultant.

1.2 Interpretation

(a) The term “**include**” (in all its forms) means “includes, without limitation” unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean Calendar Days, unless indicated otherwise.

1.3 Order of Precedence of Component Parts

In the event of any conflict or inconsistency between the terms set forth in Articles 1 through 11 of this Agreement and the terms set forth in the Exhibits, including the Attachments to the Exhibits, the terms contained in Articles 1 through 11 will take precedence over the terms contained in the Exhibits and their Attachments, except to the extent the conflicting or inconsistent terms in the Exhibits or Attachments indicate a more specific or stringent standard or requirement.

Any terms or matters set forth in either Exhibit 1 or Exhibit 2, including the Attachments to the Exhibits, that do not exclusively pertain to defining the Services the Consultant is to perform, the Key Personnel, the time limits for Consultant's performance, the insurance requirements, and the compensation schedule for Consultant are of no effect as to this Agreement.

Regardless of whether the City has purported to approve such non-pertinent terms or matters, they are not binding on the City, except to the extent that they would diminish the City's obligations under this Agreement or increase Consultant's obligations or liabilities under this Agreement.

1.4 Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
Exhibit 3	MBE/WBE Special Conditions and Schedules
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Key Personnel
Exhibit 7	City of Chicago Travel Guidelines

Article 2. DUTIES AND RESPONSIBILITIES OF CONSTRUCTION MANAGER

2.1 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 Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 2.3. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

Deliverables

In carrying out its Services, Consultant must prepare or provide to the City various Deliverables. "**Deliverables**" include work product, produced by Consultant, 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 Agreement or reasonably necessary for the purpose for which the City made this Agreement. If the City determines that Consultant has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Consultant of its failure. If Consultant 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 Agreement under Section 8.1.

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 Agreement and the City's acceptance of partial or incomplete Deliverables in no way relieves Consultant of its commitments under this Agreement.

2.2 Standard of Performance

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

Consultant 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. Consultant must provide the City copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant 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 Agreement.

If Consultant fails to comply with the foregoing standards, Consultant 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 Consultant 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 Consultant either under this Agreement, at law or in equity.

Consultant 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 its Services.

To the extent they exist, the City shall 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 Consultant.

In the event Consultant'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.

2.3 Personnel

(a) **General.** Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement 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 Consultant 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 Consultant adjust staffing levels to reflect workload and level of required Services or Additional Services.

(b) **Key Personnel.** In selecting the -Consultant for this Agreement the City relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services ("Key Personnel"). Consultant 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 Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon that notice Consultant must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Consultant's Key Personnel are identified in Exhibit 6.

(c) **Salaries and Wages.** Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll reductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, 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 Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 2.4 is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

(d) **Prevailing Wages.** To the extent that laborers, workers or mechanics are utilized to provide Services, Consultant must comply, and must cause all of the subcontractors to comply and insert appropriate provisions in their contract, with 820 ILCS 130/10.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborer, workers, and mechanics employed by or on behalf of Consultant and all Subcontractors in connection with any and all Services. Prevailing wages in effect at the time Services are performed apply without need to amend this Agreement.

2.4 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago, ch. 2-92, Sections 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Consultant must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

2.5 Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform, or reperform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, including errors and omissions (professional liability) insurance, insuring all activities, Services, and operations related to this Agreement.

2.6 Indemnification

(a) Consultant 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:

- (i) injury, death or damage of or to any person or property;
 - (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
 - (iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
 - (iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement;
- and
- (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, to the extent that any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

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

(d) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of

Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant 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 Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

2.7 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 Consultant or provided by City under this Agreement are property of the City, including (as provided in 2.9 below) all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Consultant's expense. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Consultant 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 Consultant.

2.8 Copyright Ownership

(a) Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement 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", Consultant 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 Agreement 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, Consultant 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 Consultant. Consultant shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Consultant's direct involvement and consent.

(b) Consultant 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. Consultant 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) Consultant will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Consultant will have the legal rights to fully assign the copyrights, (c) Consultant will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Consultant 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 Agreement, and (f) the Deliverables will constitute works of original authorship. Notwithstanding the foregoing, Consultant 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 Consultant.

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

(d) **Indemnity.** Without limiting any of its other obligations under this Agreement and in addition to any other obligations to indemnify under this Agreement, Consultant must, upon request by the City indemnify, save, and hold harmless the City, 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 Consultant 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 Agreement. The Consultant 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 Standard of Performance. Consultant will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Consultant pursuant to this Agreement for any project or purpose other than the project or purpose for which they were prepared.

2.9 Records and Audits

(a) Records

(i) Consultant must promptly deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by Consultant to make such timely delivery upon demand, Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without seeking authorization to dispose of the documents and receiving written approval from the City, utilizing the process for providing Notices established in Article 10.

(b) Audits

(i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting, and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and to be anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant 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;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with Section A or B above is an event of default under Section 8.1 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

2.10 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant 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 Consultant 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. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Consultant 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 Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Consultant 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 Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner 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, data or documents are submitted to a court or other third party. Consultant, 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.

2.11 LEED

As part of the Department's goal to incorporate environmentally sustainable design in building and infrastructure improvements, Consultant is required to provide a Leadership in Energy and Environmental Design ("LEED") accredited professional on its staff to assist with design. In entering into an Agreement with Consultant, the City may rely on Consultant's representation that the individual identified on the Key Personnel List, Exhibit 6 (either one of the Key Personnel listed or additional staff member identified) as a LEED accredited design professional either possesses a current Accredited Professional Certificate issued by the U.S. Green Building Council ("USGBC") or is in the process of being so certified by the USGBC. (It is strongly encouraged by the Department that all participants be LEED Accredited.) If the individual was not yet certified by the USGBC as of the Effective Date (as defined herein), the individual must be certified no later than 90 days after the Effective date or be replaced with a design professional that is so certified. A copy of the individual's LEED certificate must be provided to the Department upon request. Failure of the Consultant to comply with the foregoing or failure to maintain at all times thereafter at least one design professional with current LEED certification as a Key Personnel will constitute an Event of Default. Consultant must reference the "Chicago Department of Aviation Sustainable Airport Manual, Version 1.0", dated August 2009, evaluate all available options and make formal recommendations to the Department for approval. Consultant must then implement and oversee the measures approved by the Department. Consultant shall implement best management practices for each project, subject to approval by the City. The manual can also be viewed at the Department office.

2.12 Assignments and Subcontracts

Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms and conditions of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services. This Agreement shall become part of all agreements Consultant enters into with Subcontractors and is deemed included therein by this reference.

Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment

has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

2.13 Subcontractor Payments

Consultant must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance_2.pdf. The form must be received by the City with each pay request submitted by the Consultant. The statement must list the following for Consultant and for each Subcontractor and supplier for the period for which payment is requested:

- Total amount invoiced by the Consultant for the prior pay request;
- The name of each particular Subcontractor or supplier utilized during the pay request;
- Indication if the Subcontractor or supplier is acting as an MBE, WBE, or is a non-certified firm on this Agreement;
- The vendor/supplier number of each Subcontractor or supplier;
- Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its work, or provided specified materials in accordance with the requirements of the Agreement, the Consultant shall pay Subcontractor(s) for such work or materials within 14 days of the Consultant receiving payments from the City.

2.14 Prompt Payment

(a) Consultant must state the requirements of this prompt payment provision in all subcontracts and Purchase Orders. If Consultant fails to incorporate these provisions in all subcontracts and Purchase Orders, the provisions of this Section 2.15 are determined to be incorporated in all subcontracts and Purchase Orders. Consultant and its Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Consultant's participation and that of its Subcontractors on the project.

(b) Consultant must make payment to its Subcontractors within fourteen (14) days of receipt of payment from the City for each monthly invoice, but only if the Subcontractor has satisfactorily completed its Services in accordance with the Agreement and provided Consultant with all of the documents and information required of Consultant. Consultant may delay or postpone payment for a progress payment when the Subcontractor's Services or materials do not comply with the requirements of the Agreement, and Consultant is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

(c) Consultant must make a final payment to its Subcontractors within fourteen (14) days after the Subcontractor has satisfactorily completed all of its Services. Consultant may delay or postpone payment if the Subcontractor's Services or materials do not comply with the requirements of the Agreement, Consultant has substantial grounds for and has acted reasonably in making the determination, and Consultant is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

(d) Consultant must make payment to Subcontractors so that they receive it within fourteen (14) days of receipt of payment from the City. Payment is deemed received by the Subcontractor at the time of hand delivery by Consultant, or three (3) calendar days after mailing by Consultant.

(e) To the extent feasible, to facilitate the flow of information to Subcontractor, the City will post at the Resident Engineer's office a list of Consultant's payment requests, including the Subcontractors identified in them, submitted to the City Comptroller for payment and the date of payments made to Consultant by the City.

(f) Consultant must not delay or refuse to timely submit pay requests for a Subcontractor's Services or materials. The City may construe such delay or refusal as Consultant's failure to act in good faith. "Timely", in this context, means within thirty (30) days after the portion of the Subcontractor's Services that the Subcontractor has invoiced have been provided or the materials delivered to the City (or off-site, if the Agreement permits payments for off-site delivery). In addition, Consultant must not delay or postpone payment for any undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different pay requests on the same project or different projects.

(g) The City will withhold payment from Consultant when the Commissioner determines that Consultant has not complied with this Section 2.15.

(h) These provisions do not confer any rights in Subcontractors against the City. Nothing in this section is to be construed to limit the rights of and remedies available to the City.

2.15 Right of Entry

Consultant and any of its Subcontractors must use and must cause each of their respective officers, employees, agents and subcontractors to use the highest degree of care when entering upon any property owned by the City in connection with the Services. In the case of any property owned by and/or leased from the City, Consultant and its Subcontractors must comply and must cause each of their respective officers, employees, agents and subcontractors to comply with any and all instructions and requirements for the use of such property. Any and all Losses arising from, by reason of or in connection with any aspect of Consultant's or its Subcontractors' use of City property are subject to the indemnification provisions of this Agreement.

Article 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of _____ ("**Effective Date**") and continues until _____, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

3.2 Timeliness of Performance

(a) Timely performance of Consultant's Services is required to ensure timely completion of Projects that it will manage, and Consultant must provide the Services and Deliverables within the time limits required for each Project. **TIME IS OF THE ESSENCE and failure of Consultant to comply with the required time limits may result in economic or other Losses to the City.** Consultant will be excused from timely performance to the extent that delays by Force Majeure Events would excuse timely performance.

(b) Neither Consultant nor Consultant's 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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

3.3 Agreement Extension Option

At any time before the expiration of this Agreement, the Chief Procurement Officer may exercise the

City's unilateral right to extend this Agreement following the expiration of the current Agreement term for a period of no more than one hundred eighty-one (181) calendar days, for the purpose of providing continuity of service while procuring a replacement Agreement.

The Chief Procurement Officer will give the Consultant notice of the City's intent to exercise this option at any time before the Agreement expires. This extension will be under the same terms and conditions as this original Agreement, by notice in writing to Consultant.

Article 4. COMPENSATION

4.1 Basis of Payment

The City will pay Consultant 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 in Section 2.3.

4.2 Method of Payment

Consultant must submit monthly invoices (in triplicate) to the City for labor and other direct costs as 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.

The reasonableness, allocability, and allowability of any costs and expenses charged by Consultant under this Agreement will be determined by the Commissioner in his/her sole discretion.

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the Services, or allowable, Consultant must, and the Department may, jointly or individually, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Disputes section of this Agreement.

4.3 Funding

The source of funds for payments under this Agreement is Fund number _____ . Payments under this Agreement must not exceed \$_____ without a written amendment in accordance with Section 9.3.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Consultant in writing of that occurrence, and this Agreement will 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 Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

4.5 Electronic Ordering and Invoices

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Vendor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall 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 Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the vendor in its paper documents. The electronic documents shall be in addition to paper documents required by this Agreement, however, by written notice to the Consultant, the Chief Procurement Officer 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.

Article 5. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultant's and the City of Chicago" is available in City Hall, Room 301, Bid and Bond Room, 121 N. LaSalle Street, Chicago, Illinois 60602). The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

Article 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances, administrative orders and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Further, Consultant has provided Economic Disclosure Statement(s) and Affidavit(s) ("**EDS(s)**") attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS(s) to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update such EDS(s) whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) Consultant

In performing its Services under this Agreement, Consultant must comply with applicable laws prohibiting discrimination against individuals and groups.

(i) Federal Requirements

In performing its Services under this Agreement, Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of

employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

(b) Subcontractors

Consultant must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement.

6.3 Inspector General

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 Office of Compliance

It is the duty of any bidder, proposer, Consultant, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Chicago Municipal Code. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All

subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

6.5 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Consultant conducts any business operations in Northern Ireland, the Consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to Agreements for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.6 Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

6.7 Chicago Living Wage Ordinance

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

- (i) If Consultant has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Consultant 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

(iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2009, the base wage is \$11.03 per hour. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four 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 divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant 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 Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

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

6.8 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

6.9 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant 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 Consultant or the date the

Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it 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.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a 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. 05-1 constitutes a breach and default under this Agreement, 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 Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare;
and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois;
and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

6.10 Environmental Requirements

(a) **General.** Consultant recognizes that many Federal, State and City laws imposing environmental and resource conservation requirements may apply to this Agreement. Some, but not all, of the major laws that may affect the Agreement include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§9601 et seq. Consultant also recognizes that U.S. Environmental Protection Agency, U.S. Department of Transportation, the Illinois Environmental Protection Agency, the City and other government agencies have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect this Agreement. Thus, Consultant must adhere to, and impose on its Subcontractors, any and all such requirements as the Federal, State and City governments may now or in the future promulgate. Requirements of particular concern are listed below. Consultant acknowledges that this list does not constitute Consultant's entire obligation to meet all government environmental and resource conservation requirements. Without limiting Consultant's obligation to impose on its Subcontractors all Federal, State and City requirements (as stated above), Consultant must include the following provisions in all subcontracts.

(b) **Environmental Protection.** Consultant must comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; United States Department of Transportation statutory requirements on environmental matters at 49 U.S.C. §5324(b); Council of Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and United States Department of Transportation regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(c) **Air Quality.** Consultant must comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§401 et seq. Specifically, Consultant must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

(d) **Clean Water.** Consultant must comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

(e) **List of Violating Facilities.** Consultant must not use any facility in the performance of this Agreement or benefit any facility through the performance of this Agreement that is listed on the U.S. EPA List of Violating Facilities ("**List**"), and Consultant must promptly notify the City if Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(f) **Energy Policy and Conservation Act.** To the extent applicable, Consultant must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

(g) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid waste;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements;
11-4-1560 Screening requirements; and
11-4-1905 Construction or demolition site waste recycling

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

This section does not limit the Consultant'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 Agreement.

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

6.11 Federal Terrorist (No-Business) List

Consultant warrants and represents that neither Consultant 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 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 Consultant. 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.

6.12 False Statements

(a) 1-21-010 False Statements

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

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

(b) 1-21-020 Aiding and abetting.

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

(c) 1-21-030 Enforcement.

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

6.13 Firms Owned or Operated by Individuals with Disabilities

The City encourages Consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.14 Airport Security, Rules and Regulations

(a) Aviation Security

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below.) Consultant, 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. Consultant, Subcontractors, their respective employees, invitees and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

(b) General Requirements Regarding Airport Operations

Consultant 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 Agreement, Consultant 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.

Consultant'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 Consultant's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Consultant's work must be interrupted or moved from one part of the work site to another.

If Consultant requires interruption of Airport facilities or utilities in order to perform work, Consultant must notify the Deputy Commissioner in charge of the project at least 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, Consultant must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Consultant 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. Consultant must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Consultant 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. Consultant must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA Advisory Circular 150/5345-43E, Specification of Obstruction Lighting Equipment or any subsequent Advisory Circulars issued by the FAA. 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 Consultant 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 Consultant 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 Consultant to post obstruction lights.

For any work on the airfield, Consultant must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of Consultant 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.

Consultant acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on and off the ground. Failure on the part of Consultant 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 Consultant's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Agreement immediately.

(c) Airport Security Badges

Consultant must obtain from the airport badging office Airport Security Badges for any person working at the airport on Consultant's behalf. 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 an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses 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). Consultant is responsible for requesting and completing the form for each person who will be working at the Airport on Consultant's behalf 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. Consultant must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, 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 Driver's 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. Consultant will be jointly and severally liable for any fines imposed on any person working on its behalf.

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

- All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("**AOA**") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Consultant's personnel who function as supervisors, and those that escort Consultant's 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.

6.15 Confidentiality of Airport Security Data.

Contractor acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Contractor in connection with this Contract. Contractor has an ongoing duty to protect confidential information, including but not limited to any 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.

6.16 Inspector General and Legislative Inspector General

It is the duty of any bidder, proposer or Consultant, 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, Consultant, 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 Chapter 2-56 or 2-55, respectively, of the Municipal Code. Contractor understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.17 Ineligibility to do Business with the City

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

6.18 Disclosure of Ownership Interest in Entities

The Contractor will keep disclosure of ownership interests and other information current as required by Section 2-154-020 of the Municipal Code of Chicago

Article 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

(a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will not perform Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible Consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by the City of Chicago;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement;

(f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination

under Sections 8.1 and 8.3 of this Agreement.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Consultant warrants that:

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

7.3 Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

At the request of the City, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "Consulting Parties"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or Agreement that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consultant must disclose to the City its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of

the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the City under this Agreement, Consultant must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

7.6 Non-Liability of Public Officials

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

Article 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.

(b) Consultant's material failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services;

(iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) 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;

(vi) Discontinuance of the Services for reasons within Consultant's reasonable control;

(vii) Failure to comply with Section 6.1 in the performance of the Agreement;

(viii) Failure to update promptly, as required by Section 6.1(a), EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

Any other acts or omissions specifically stated in this Agreement as constituting an event of default.

(c) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Consultant's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

8.2 Remedies

(a) Notices.

(i) The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

(ii) The Chief Procurement Officer will give Consultant 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 the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

- (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (iv) The right to money damages;
- (v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- (vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City.

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

(d) **Non-Exclusivity of Remedies.** The remedies under the terms of this Agreement 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.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant 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. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement 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 Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one calendar year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5 Right to Offset

(a) In connection with performance under this Agreement:

The City may offset any excess costs incurred:

- (i) if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement; or
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these excess costs by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant 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.

(b) In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Consultant to the City. For purposes of this Section 8.5, "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) notwithstanding the provisions of subsection 8.5(b)(i) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- A. Consultant 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/or debts owed to the City and Consultant is in compliance with the agreement; or

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

(c) In connection with any liquidated or unliquidated claims against Consultant:

Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

Article 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Consultant acknowledges that Consultant was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

9.2 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect

9.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Commissioner, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever in this Agreement Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those 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 Agreement. Service of process on Consultant 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 Agreement, by registered or certified mail addressed to the office actually maintained by Consultant, or by personal delivery on any officer, director, or managing or general agent of Consultant. If any action is brought by Consultant against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.6 Assigns

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

9.7 Cooperation

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or

ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

9.9 Independent Contractor

(a) This Agreement is not intended to and will 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 Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in the City of Chicago 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 of Chicago.

(iii) The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

(c) Shakman

(i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State 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.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement 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 Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, 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 Agreement, 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.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(iii) above, Consultant 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 Agreement.

Article 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Department of Aviation 10510 West Zemke Road, 2nd Floor Chicago, Illinois 60666 Attention: Commissioner
And	Department of Procurement Services Room 403, City Hall 121 N. LaSalle Street Chicago, Illinois 60602 Attention: Chief Procurement Officer
With Copy to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Consultant:	_____ _____ _____
With Copy to:	_____ _____ _____

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

Article 11. AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its board of directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Request for Proposal for
Concessions Management Services at the O'Hare and Midway International Airports
Chicago Department of Aviation
Specification No. 85557

[Signature page follows.]

SIGNATURE PAGE

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: _____
Mayor

Comptroller

Chief Procurement Officer

Recommended By:

Commissioner

Assistant Corporation Counsel
Approved as to Form and Legality:

Department of Law

CONSULTANTS: _____

By: _____

Its: _____

Attest: _____

State of _____
County of _____

This instrument was acknowledged before me on _____ (date) by _____

(name/s of person/s) as _____ (type of authority, e.g., officer, trustee, etc.)
of _____

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

(Signature of Notary Public)

EXHIBIT 7
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 RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key 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: _____