

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR
OPERATION AND MAINTENANCE OF AIRPORT TRANSIT SYSTEM
FOR
O'HARE INTERNATIONAL AIRPORT**

Specification No. 92543

Required for use by:

**CITY OF 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: Tom Magno, Contract Negotiator
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 January 12, 2011, 10:00 A.M., CST, at
the Chicago Department of Aviation located at 10510 W. Zemke Road,
Chicago, Illinois**

ALL RESPONSES MUST BE RECEIVED BY 4:00 PM CST ON February 4, 2011

**RICHARD M. DALEY
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

SUBMITTAL CHECKLIST
REQUEST FOR QUALIFICATIONS FOR
OPERATION AND MAINTENANCE OF AIRPORT TRANSIT SYSTEM
FOR
O'HARE INTERNATIONAL AIRPORT

REQUIRED CONTENT

- Respondent's Legal Entity Contracting Information
- Executive Summary
- Project Understanding and Approach
 - Narrative
 - Team Organization Chart
- Respondent's Professional Qualifications and Specialized Experience
 - Narrative
 - Project Reference Forms – Exhibit 7
 - Joint Venture Agreement including Schedule B and Disclosures as appropriate
 - Licensing information
 - LLC Operating Agreement and Disclosures as appropriate
- Professional Qualifications, Specialized Experience and Local Availability of Key Staff Committed to this Project
 - Narrative
 - Staff Organization Chart
 - Key Staff Resumes
- MBE/WBE Participation Plan and Commitment – SUMMARY
 - MBE/WBE Goal Commitment
 - Schedule C-1
 - Schedule D-1
 - Schedule B and JV agreement if appropriate
- Conflict of Interests
- Legal Actions
- Financial Statements
- Economic Disclosure Statement and Affidavit
- Insurance

TABLE OF CONTENTS

I. GENERAL INFORMATION.....	1
A. Communications; Pre-Submittal Conference; and Document Availability	1
B. Deadline and Procedures for Submitting SOQs	2
C. Procurement Timetable.....	3
II. BACKGROUND AND SCOPE OF SERVICES	5
A. Background.....	5
B. Scope of Services	5
III. PREPARING STATEMENT OF QUALIFICATIONS (SOQs):	
REQUIRED INFORMATION.....	6
A. Format of SOQs.....	6
B. Required Content of SOQs	6
C. Other Information – Not Included in the SOQ.....	10
IV. EVALUATION OF STATEMENT OF QUALIFICATIONS (SOQ).....	10
A. Selection Committee.....	10
B. Evaluation Criteria.....	11
V. CONFIDENTIALITY; PUBLIC INFORMATION	12
VI. ADDITIONAL DETAILS OF THE RFQ PROCESS.....	13
A. Addenda	13
B. City's Rights to Reject SOQ	13
C. No Liability for Costs	13

LIST OF EXHIBITS

Exhibit 1	Scope of Services
Exhibit 2	Schedule of Compensation
	<input type="checkbox"/> Attachment A: Travel Guidelines
Exhibit 3	Special Conditions Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment, including:
	<input type="checkbox"/> Attachment A Assist Agencies
	<input type="checkbox"/> Attachment B Sample Letter to Assist Agencies
	<input type="checkbox"/> Schedule B Affidavit of Joint Venture (MBE/WBE)
	<input type="checkbox"/> Schedule C-1 Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant
	<input type="checkbox"/> Schedule D-1 Affidavit of MBE/WBE Goal Implementation Plan
Exhibit 4	Economic Disclosure Statement and Affidavit
	<input type="checkbox"/> Attachment A Familial Relationships with Elected City Officials and Department Heads
Exhibit 5	Insurance Requirements and City of Chicago Insurance Certificate
Exhibit 6	Sample Professional Services Agreement
Exhibit 7	Project Reference Form
Exhibit 8	Affidavit of Eligibility

I. GENERAL INFORMATION

The City of Chicago ("City"), acting through its Chicago Department of Aviation ("CDA" or "Department"), invites the submission of Statement of Qualifications ("SOQ", or "Response") for the Operation and Maintenance (O&M) of Airport Transit System (ATS) at O'Hare International Airport ("Services"). The intent of the RFQ is to identify qualified respondents to provide the Services as described in greater detail in the scope of services, attached hereto as Exhibit 1 (the "Scope of Services").

"Respondent(s)" means the entities that submit SOQ in response to this Request for Qualifications ("RFQ"). "Chief Procurement Officer" ("CPO") means the Chief Procurement Officer for the City of Chicago. The Respondent(s) awarded an Agreement pursuant to this RFQ, if any, are sometimes referred to herein as "Consultant(s)".

"Agreement" refers to an agreement awarded to a selected Respondent who shall be known as the Consultant in the Agreement. (Exhibit 6, Sample Professional Services Agreement)

A. *Communications; Pre-Submittal Conference; and Document Availability*

1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("DPS") regarding this RFQ. All questions or requests for clarification must be submitted to the following e-mail address: ATSOANDM@cityofchicago.org. All questions and requests for clarification must be submitted no later than 4:00 p.m. CST on January 19, 2011. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.

2. Pre-Submittal Conference

The City will hold a pre-submittal conference at the Chicago Department of Aviation's Administration Building located at 10510 Zemke Rd, Chicago, IL on January 12, 2011, at 10:00 a.m., CST. Attendance is not mandatory but is strongly encouraged. The City will address questions in writing regarding the RFQ after the pre-submittal conference, and may respond both to questions or request for clarifications raised on the day of the conference, and to questions submitted prior to the conference date.

3. RFQ Document Availability, Information Resources

Respondents should obtain this RFQ from the City's Bid and Bond Room ("**Bid and Bond Room**") located at City Hall, 121 N. LaSalle St., Room 301, and Chicago, Illinois 60602. Respondents may request the Bid and Bond Room personnel to mail them a copy of the RFQ 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 RFQ from URL address: <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2010/Spec92543.pdf>. All Respondents who choose to download the RFQ are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFQ document, the Respondent must contact the Bid and Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 92543 to fax number (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773 to register Respondent's company as an RFQ document

holder, which will better enable Respondent to receive any future clarifications and/or addendum related to this RFQ.

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 SOQ. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFQ.

B. Deadline and Procedures for Submitting SOQs

1. SOQs must be received by the Bid and Bond Room no later than 4:00 p.m. CST on February 4, 2011. The Bid and Bond Room can be reached at (312) 744-9773 between the hours of 8:30 am and 4:30 pm Monday through Friday (excluding holidays).

2. SOQs 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: Tom Magno, Contract Negotiator

3. The City will not accept SOQs that are not received by the date and time set forth in Section I.B.1 above. Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement of this RFQ. Hand-carried SOQs must be received in the depository located in the Bid and Bond Room. The actual time of the receipt of all SOQs to this RFQ 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 SOQ is received as required. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept or reject proposals received after the due date and time.

4. Respondent must submit one (1) original SOQ, two (2) paper copies of the SOQ, and fifteen (15) copies of the SOQ on Compact Disc (CD) in Portable Data Format (PDF). Each SOQ Volume must be compiled as a **single file** (Two files – Volume 1 and Volume 2) and submitted in two separate CDs (each Volume in its own CD). Responder is responsible for ensuring that all the contents of the hard copies are included in the digital (PDF) copies. The original SOQ must be clearly marked as such and must bear the original signature of Respondent's authorized signatory on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or sealed boxes.

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

SOQ Enclosed
Request for Qualifications for Operations and Maintenance of Airport Transit System
Specification No. 92543
Due: 4:00 p.m. CST, February 4, 2011
Submitted by: _____
(Name of Respondent)
Package _____ of _____

The City's opening of Respondent's sealed envelope(s) or package(s) containing

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

6. **FEE FOR THE SUBMISSION OF SOQS.** 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..

C. 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 RFQ	<u>December 29, 2010</u>
Pre-Submittal Conference	<u>January 12, 2011</u>
RFQ Questions and Clarifications Due	<u>January 19, 2011</u>
SOQs Due	<u>February 4, 2011</u>

II. BACKGROUND AND SCOPE OF SERVICES

A. Background

While the Department benefits from the recent completion of a Master Plan for O'Hare International Airport, and a fairly recent planning guiding document for Midway, the aviation industry is ever evolving. The department is constantly faced with developing shorter term plans to maintain the level of service of the existing facilities and adjusting to the dynamic nature of the industry.

Analyses and evaluation of aviation development options requires a high level of skill and expertise. While this critical expertise is available in-house within the Department's staff, additional expertise is needed to ensure that decisions are gauged and made on a timely fashion.

B. Scope of Work

The selected Consultant will operate and maintain the Airport Transit System in accordance with Exhibit 1 – Scope of Services and the Conditions of the Agreement for Professional Services.

C. Term of Services

The City anticipates a term of not less than five (5) years to perform the Services from the date a contract is awarded by the City.

III. PREPARING STATEMENT OF QUALIFICATIONS (SOQs): REQUIRED INFORMATION

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

A. *Format of SOQs*

Responses should be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. To the extent practical, responses must be prepared with consistent fonts in a form that it is easy to read; however the font size must not be less than 11 points. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for SOQs, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as no materials will be returned.

Sections should be clearly identified and separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.

B. *Required Content of SOQs*

Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant SOQ. Submission of a SOQ constitutes the Respondent's acceptance of all requirements outlined in the RFQ. By submitting a response to this RFQ, Respondent acknowledges that if its SOQ is accepted by the City, its SOQ and related submittals may become part of the Agreement (Exhibit 6).

Responder's SOQ must be organized into two Volumes. Volume 1 must contain Items 1 through 4 while Volume 2 of the SOQ must contain Items 6 through 10 as described below in this Section of the RFQ:

1. Cover Letter (Maximum Two Pages)

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

- 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, or 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, address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- c. Acknowledgement of receipt of Addendum issued by City, if any.

2. Understanding and Approach Implementation Plan of Services (Maximum of Eight Pages)

Respondent must address its interest, understanding and approach to providing Services. Respondent must focus its response in the anticipated challenges with the operations and maintenance of the ATS. Where applicable, Responder should address the proposed approach by citing similar experiences with other clients and airports of similar size and function.

Respondent must address the following topics:

- a. Current system components, their current condition, service life expectancy and life cycle costs
- b. Management Structure – Management of the organization needed to operate and maintain a functional and efficient airport transport system
- c. Safety Management – All aspects of managing a system meeting the highest safety standards
- d. Maintenance – Processes and Procedures needed to maintain the infrastructure and system equipments
- e. Passenger Comfort and Convenience
- f. System Capacity to meet variable (daily/seasonal) demand
- g. Energy Consumption
- h. System Sustainable Operation Practices
- i. Technology Advancements in the areas of train controls, vehicles, passenger amenities and other areas applicable to the ORD ATS
- j. Proactive Infrastructure Maintenance and O&M Budget Development
- k. Innovate revenue opportunities associated with the System

**3. Respondent's Qualifications and Specialized Experience
(Maximum of Four Pages, plus Ten Pages for Reference Forms)**

Respondents must describe their qualifications and specialized experience necessary to provide the Services. Respondents must describe specialized experience on at least three (3) recent engagements of similar type, scope, and magnitude particularly those at other Airports of the size and function as O'Hare International Airport.

Respondent must provide the information on the Engagement Reference Form included as Exhibit 7 to this RFQ. Exhibit 7 may be modified for presentation purposes but must include all requested information. Of key importance, the Responder must provide proof of having met system performance metrics for other comparable systems, including passenger demands, safety, cost, and other metrics associated with the system O&M conditions.

Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address). The City may solicit, from previous clients, relevant information concerning Respondent's record of past performance.

If Respondent proposes that portions of the Services will be performed by different team members (subcontractors, joint venture partners, etc.), Respondent must provide the required information as described below for each such team member.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venturer.

If Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

Provide a chronological history of all mergers and/or acquisitions involving the Respondent's team members, 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.

- a. Schedule B as shown in Exhibit 4, if joint venture includes a City-certified MBE and/or WBE firm(s); and
- b. Separate Disclosure Affidavits (defined herein).

4. **Assignment Team and Proposed Personnel**
(Maximum of Four Pages, including a Project Organization Chart, plus Professional Bios. Limit the Professional Bios to Two Pages)

- a. Respondent must describe the Team Organization clearly delineating lines of reporting and communication, management, safety, operations and maintenance, and other key roles. The team organization must reflect the anticipated structure to be used in the delivery of the services.

Respondent must indicate each person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Services. The Organization Chart must identify the firm's individual and whether the firm is a M/WBE. All proposed personnel must have significant and relevant experience in the area for which they are proposed to provide Services.

- b. Respondent must submit resumes or corporate personnel profiles (maximum two pages per individual) which demonstrate relevant past experience for each of the Key Staff in the areas of expertise needed to provide the Services included in this RFQ. Each resume must include the current location of the personnel.

5. **MBE/WBE Participation Plan and Commitment**
(Maximum of Three Pages)

Respondents must describe their plan for MBE/WBE participation and their commitment to achieving meaningful technical and financial participation. 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 this element of the criteria, proposed MBE and 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.

If the Respondent is a Joint Venture, M/WBE participation will be determined based on the performance of work by the M/WBE's joint venturer personnel. Respondent must review Exhibit 3, "Special Conditions Regarding Minority and Women Owned Business Enterprise (MBW/WBE) Commitment" included herein.

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

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 SOQ submission in the area that the MBE/WBE will be performing on the Project.**

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

6. **Conflict of Interests**
(No Page Limitation)

Submittals of qualifications to provide services will receive negative evaluations if they include any business relationship or ownership structure (or fail to disclose and address any business relationship or ownership structure) that constitutes a conflict of interest or would otherwise impede the ability of the Respondent to protect the interests of the City above all others.

Requests for Determination Regarding Potential Conflicts of Interests. Any interested Respondent to this RFQ and any prospective subcontractor may request that the Chief Procurement Officer issue a written determination regarding the eligibility for consideration of the firm as the Respondent (including partner in the Respondent joint venture or member of the Respondent limited liability company) or as a subcontractor to the Respondent. Requests for such determination must be submitted in writing to **Jamie L. Rhee, Chief Procurement Officer, Department of Procurement Services, City Hall - Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602 so as to assure receipt not later than 11:00 a.m.** on January 13, 2011. The written determinations of the Chief Procurement Officer will be available at the Department of Procurement Services after 2:00 p.m. on January 19, 2011. The Department of Procurement Services intends to publish all requests and responses on its website.

Requests for determination must, at a minimum identify and describe, in detail, all existing relationships of the effected firm with entities providing services to the CDA or otherwise doing business at O'Hare and Midway International Airports, and explain why those relationships either do not constitute a real conflict of interest or would not constitute a significant conflict of interest disadvantageous to the City, provided that mitigation measures proposed by the requestor are implemented. Mitigation measures proposed by Respondents or prospective subcontractors will not be considered unless the propose demonstrates that the measures will not result in any additional cost to the City, and will not result in any diminution of MBE/WBE participation commitments currently in place with entities providing services to the CDA.

7. **Legal Actions**
(No Page Limitation)

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 or any division, subsidiary or parent company of 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; or
- b. a defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or

- c. a respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d. a defendant in any criminal action; or
- e. a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- 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 or 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.

Respondent shall also complete the attached Affidavit of Eligibility, attached hereto as Exhibit 8.

8. **Financial Statements**
(No Page Limitation)

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide copies of its **three (3) most recent audited financial statements**. The City reserves the right to accept or reject any financial documentation other than the required audited financial statements.

9. **Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")**
(No Page Limitation)

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit a complete online EDS prior to the Response due date. If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete an online 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) (the "**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.

Specific instructions for preparing Economic Disclosure Statements on-line are included in Exhibit 4 of this RFQ.

If the Respondent is unable to complete an online EDS and print a certificate of filing prior to the Response due date, the City will accept a paper copy of EDS, attached hereto as Exhibit 4, provided written justification is submitted with the Response explaining good faith efforts to complete it before the Response due date and the reasons why it could not be completed. All affidavits must be notarized.

Subcontractors do not have to submit a Disclosure Affidavit unless otherwise requested by the City.

10. **Review of Sample Professional Services Agreement**
(No Page Limitation)

Respondent must acknowledge having reviewed the City's sample Professional Services Agreement ("PSA"), a copy of which is attached hereto as Exhibit 6. Respondent must identify any exceptions or objections it has to the PSA. The City may from time to time revise the PSA; however, the City will not accept or entertain any exceptions or objections to the PSA at any time after the receipt of SOQs except and only to the extent the City subsequently makes a material change to a

substantive provision of the PSA. Material exceptions to the sample Professional Services Agreement may result in a determination of non-responsiveness and rejection of SOQ.

C. Other Information – Not included in the SOQ

1. **Insurance**

Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in Exhibit 5 to this RFQ. Respondents are **NOT** required to submit evidence of insurance with the SOQ 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. 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.

2. **Schedule of Compensation**

Respondent shall review the Sample Schedule of Compensation; Exhibit 2 the City and selected Respondent shall negotiate the compensation to be paid under the agreement.

IV. EVALUATION OF STATEMENT OF QUALIFICATIONS (SOQ)

A. Selection Committee

A Selection Committee ("**SC**"), which may include representatives of the Department, DPS, other City departments, and possibly representatives from other US airports will review and evaluate the SOQs. The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the SOQs as it deems necessary.

The SC will first assess the Respondent's compliance with and adherence to all submittal requirements. SOQs which are 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 SC will then evaluate the extent to which a Response meets the requirements set forth in the RFQ, including but not limited to a detailed analysis of the SOQ Response. The focus of the evaluations will be on the Respondent's understanding and approach, qualifications, experience, professional and technical competence, and other factors based on the evaluation criteria outlined in this section. The SC 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 SOQ 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 SC completes its review of SOQs, it may submit to the Commissioner of the Chicago Department of Aviation (the "**Commissioner**") a recommended short list of Respondents for further consideration or the SC may submit a recommendation to select one or more Respondent(s) or to reject any or all SOQs.

If the SC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be invited to appear before the SC for an oral interview, to clarify in more detail information submitted in a SOQ 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, at a minimum, the short-listed Respondent's proposed Team must be available to participate in these interviews. A maximum of seven (7) participants from the Respondent's team can attend the interview.

The results of the SC's evaluation of the SOQ Response will be considered along with the results of any oral interviews in determining a preliminary ranking and selection of the best qualified Respondents.

The SC 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 recommendation(s) from the SC, the Commissioner will forward such concurrence and recommendation(s) to the Chief Procurement Officer ("CPO") for authorization to enter into simultaneous contract negotiations with one or more Respondents deemed qualified by the SC. If the City and Respondent are unable to agree on key contract terms by an agreed upon date, the City reserves the right to discontinue negotiations with that Respondent. If the City is able to reach successful negotiations with more than one party within the allotted timeframe, the City shall award an agreement based on best value.

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(s) 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 RFQ. If the City determines that it is unable to reach an acceptable Agreement with the Respondent(s) it is authorized to negotiate with, including failure to agree on a fair and reasonable compensation for the Services (when applicable) or any other terms or conditions, the City may terminate negotiations with that Respondent, and to negotiate with any of the other qualified and recommended Respondents until such time as the City has negotiated an Agreement meeting its needs.

B. Evaluation Criteria

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

1. Respondent's understanding and approach, professional and technical competence and organizational structure designed to provide these Services.
2. Respondent's demonstrated experience, capabilities and resources, at both the corporate (firm) and individual (personnel) levels, in the services needed to fulfill the Scope of Services as set forth in Exhibit 1. Track record in meeting the requirement of operations and maintenance of similar systems at other airports and/or similar facilities;
3. Qualifications of proposed personnel;
4. Completeness and comprehensiveness of Response to this RFQ and compliance with the submittal requirements;
5. Outcome of oral interviews including technical analysis and presentation (if requested by the City);
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. Compliance with all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications;
10. 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 Respondent's M/WBE participation on prior City contracts, if applicable; and
11. The Respondent's willingness to take no material exceptions to the PSA, attached to this RFQ as Exhibit 6.

V. CONFIDENTIALITY; PUBLIC INFORMATION

Respondents may designate those portions of a SOQ which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

The Respondent must:

- A. Mark the title page as follows: "This SOQ includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Statement of Qualifications."
- C. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a SOQ as non-responsive.

All SOQs submitted to the City in response to this RFQ are subject to the 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.

Also, consistent with the City's practice of making available all information submitted in response to a public procurement, except for confidential Data, all SOQs, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFQ, and any information or documentation presented to City as part of negotiation of an Agreement will be made publicly available through a Website hosted by the City.

VI. ADDITIONAL DETAILS OF THE RFQ PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent to all of the prospective Respondents listed on the City's "Specification Take-Out-Sheet", (which is available in the Bid and Bond Room), prior to the SOQ due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFQ package in the Bid and Bond Room. See Section I.A.3 for additional information. Each addendum is incorporated as part of the RFQ documents, and receipt of an addendum must be acknowledged by the prospective Respondent in the cover letter of its SOQ.

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 SOQ*

The City is under no obligation to award an Agreement pursuant to this RFQ and, acting through the CPO, reserves the right to reject any and all SOQs. 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 costs or damages incurred by Respondents, team member(s), subcontractors or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the SOQ, participation in any conferences, oral presentations or negotiations.

EXHIBIT 1
SCOPE OF SERVICES
Operation and Maintenance (O&M) of
O'Hare Airport Transport System (ATS)

A. System Description

The O'Hare International Airport Automated Transit System (ATS) is a high capacity automated transit system composed of 15 driverless rubber-tired vehicles that are fully automated and operate by electrical power on an exclusive guideway at speeds up to over 45 miles per hour (mph). The guideway has elevated and at-grade sections and serves stations at the remote parking lot, the International Terminal (Terminal 5) and the three main terminal buildings (Terminals 1, 2, and 3) in the Terminal Core. The mainline operating system consists of approximately five miles of guideway (single lane miles) and approximately one additional mile guideway in the maintenance and storage facility.

The ATS links the parking lots and rent-a-car facilities with the terminals, and provides inter-terminal movement to serve airline passengers. Safety, dependability, and availability are the paramount objectives of system performance. The ATS is designed to operate uninterrupted, providing continuous year round service 24 hours a day, in all of weather types with appropriate operational provisions for the maintenance of the guideway, vehicles, system equipment and track work. The normal routing involves simultaneous movement of trains in both directions on the double guideway alignment. All trains stop at all active stations along the guideway, in both directions. Trains moving in opposite directions pass each other to the right on the double track guideway. At the stations at each end of the guideway (remote parking and Terminal 1) the trains reverse directions when leaving the station and cross over to the opposite guideway.

B. Scope of Services

The Scope of Services include, but are not limited to, the items described below. All activities related to the operation and maintenance of the ATS in a safe, efficient manner. The O&M Provider hereon referred to as "Consultant" must provide all Services required to operate and maintain the current ATS. These services include all such collateral and incidental Services as may be necessary to perform the operations and maintenance Services described herein.

It is intended that the Services described below will be included as part of the Agreement between the successful Respondent(s) and the City of Chicago. It should be noted however, that the Services described herein are not all inclusive and that the City reserves the right to modify these Services during negotiations. Further, the Services included in this RFQ are intended to guide potential Respondents on the anticipated level, complexity, character and types of services anticipated in this solicitation.

References to

1. General Scope of Services and Standards

- a. 24-hour a day, 365-days a year operation of the ATS to meet passenger traffic demand, system wide as at each system link. The service must meet a reasonable level of service within the system's overall capacity limitations.
- b. Maintenance of the ATS, including all system equipment, facilities and buildings. Facilities include the Maintenance Complex, stations, and building systems. All supporting facility systems including elevators, escalators, HVAC, mechanical and electrical systems and other building systems.
 - i. Consultant will provide all required tools, equipment, testing and incidentals, unless otherwise excluded in this Scope of Work
 - ii. As needed, Consultant will seek alternative suppliers for vehicle parts, guideway equipment, and wayside equipment in the most economical way, thus reducing the costs of operation and maintenance of the ATS
 - iii. Consultant shall timely notify the City of any required construction or repairs deemed beyond the scope of routine maintenance. Consultant shall cooperate with the City and any employees or other contractors that may be retained to perform such work.

- c. Train and manage personnel including, but not limited to, station attendants, security personnel riding the trains and patrolling the secured areas including non public buildings.
- d. Janitorial services including cleaning and housekeeping for all the facilities directly associated with the ATS
- e. Consultant will manage busing operations at the direction of the City to mitigate surges in passenger demand or service outage.
- f. The Consultant will coordinate with Siemens, the City's provider of Technical Services for the ATS. The ATS uses a proprietary software program developed by Siemens. This coordination also includes cooperation with the City and providing assistance, as requested, in negotiations of the Technical Services Agreement or amendments to it and review of Siemen's request for compensation.
- g. Maintenance of documentation (plans, procedures, analyses, reports, operating and maintenance manuals, illustrated parts catalogs, etc.).
- h. Services must be conducted in a manner that minimizes system noise, vibration, and inconvenience to the normal activities of the Airport and the ATS. Whenever the Commissioner determines that any type of operation and maintenance practice constitutes a nuisance, the Consultant shall immediately modify its Services in a manner acceptable to the City.
- i. The Consultant must, at all times, conduct its operations to ensure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic must be maintained at all times during performance of Services.
- j. The Consultant must avoid damage, as a result of its Services, to existing structures, sidewalks, curbs, streets, pavements, utilities, adjoining property, the services of other contractors and the property of the City and others and it must, at its own expense, repair any damage caused by its Services.
- k. The ATS is subject, at all times, to inspection by the City. The Consultant will be held strictly to the terms of the Agreement in regard to quality of operations and maintenance and the diligent execution of the Services. The City is allowed access to all parts of the ATS and must be furnished with such information and assistance by the Consultant as is required to make a complete and detailed inspection of the ATS.

2. Operations and Maintenance Program

Consultant will operate and maintain the ATS to provide a safe, efficient, and reliable service to passengers in accordance with the availability and other standards set forth herein.

- a. Consultant must comply with the current ATS Operations Plan, Maintenance Plan, Fault Recovery Plan and Combined Operations and Maintenance Plan including Maintenance Manuals and Spare Parts Catalogs. The Consultant must also maintain the ATS in compliance with all O&M manuals that are referenced in any above mentioned Plans. The O&M Plan and all O&M manuals are available for review at the CDA office located at 10510 Zemke Road, Chicago, IL 60666. Prospective Responders must coordinate the review of these documents with Aurelio Garcia of CDA.
 - i. The Consultant must also update the Plans and Manuals when appropriate and necessary, either based on its recommendation, with permission from the Commissioner or at the direction of the Commissioner whose approval is required for any such changes.
- b. The Consultant is responsible for operating the ATS twenty-four (24) hours per day, seven (7) days per week. The Consultant must provide or make provision for any and all labor and services necessary to operate the ATS in accordance with the overall requirements, including, but not limited to, the following:
 - i. manning and operating the central control office, including communications equipment;
 - ii. scheduling, dispatching, and monitoring performance of trains;
 - iii. providing necessary Services to remedy all failures affecting operations and schedule, regardless of time of day or weather conditions and with all diligence reasonably possible, and making, breaking, hustling, storing, and other preparation of trains for service;
 - iv. operational record-keeping in accordance with the requirements of this Agreement;
 - v. monitoring of security, and safety aspects of the ATS equipment and facilities in coordination with Airport operations;

- vi. directing of all emergency and remedial procedures involving the ATS system and passengers in coordination with Airport operations.
 - vii. coordinate and cooperate with CDA Safety and Security Officers and Chicago Fire Department, and all other safety entities as directed by the Commissioner.
 - (1) The CDA owns and operates a security camera system at the Airport that is intended to provide recorded surveillance of all common use (i.e., non-leased) areas at the Airport and intends to expand the system to include the ATS, including but not limited to cars, escalators, and other areas. Consultant shall coordinate and cooperate with the CDA to install and implement any security cameras or other security systems including but not limited to card readers. Consultant may be required to provide certain space and/or personnel to implement and monitor safety and security measures.
 - (2) Consultant shall not divulge, share, or otherwise make available to any third party any information regarding the security camera expansion plans, or any other information regarding Safety and Security operations without the express prior knowledge and written consent of the Commissioner. Consultant acknowledges and agrees that such information is security sensitive and vital to the safe and efficient operation of the Airport and that Consultant shall be responsible for any costs incurred by the City in response to Consultant's failure to comply with this paragraph.
- c. The Consultant is responsible for adopting, continually improving, and implementing various plans including but not limited to the following to ensure operation and maintenance of the ATS:
- i. Operations Plan. The Operations Plan describes operating strategies that will be employed to meet the specified schedule and performance requirements. The Operations Plan includes a description of normal operations including daily start-up and shutdown procedures, procedures for altering the number of trains in service, procedures for changing the length of trains if required to efficiently service passenger demand, procedures for conducting operations and maneuvers within the maintenance and storage facility and passenger and personnel safety guidelines concerning security and emergency response. The Operations Plan also includes special operating procedures such as may be required under conditions of extreme inclement weather.
 - ii. Schedule of Operations. As of the effective date of this Agreement, the Consultant will operate the ATS according to the current "Schedule of Operations" which has been approved by the Commissioner. The Schedule of Operations will consist of an hourly schedule of passenger service stating the number and composition of the trains (one, two or three cars) on an hourly basis for all seven days of the week. The Schedule of Operations is subject to revision based on the written direction of the Commissioner. The Commissioner's direction will be based on passenger traffic pattern and flow, as well as cars ready for Services.
 - iii. Failure Procedures. The Consultant will take prompt remedial repair/maintenance action and/or dispatch alternate modes of operation to operate around a failure with the minimum possible disruption of passenger service as provided for in the ATS Fault Recovery Plan. The Consultant may suggest modifications to this procedure to the Commissioner. The Fault Recovery Plan will not be modified unless such modification is approved by the Commissioner.
 - (1) Fault Recovery Plan. The Fault Recovery Plan is composed of strategies to isolate single or multiple point failure, and accommodate maintenance or construction needs while maintaining passenger service.
 - iv. Weather Emergency Plan. As of the effective date of this Agreement the Consultant will operate the ATS according to the current written "Weather Emergency Plan" which has been approved by the Commissioner. The Weather Emergency Plan states the procedures that will be employed by the Consultant to maintain passenger service during adverse winter weather.
 - v. Emergency Procedures. There are written "Standard Emergency Procedures" for all reasonably foreseeable emergency situations. When emergencies occur, the Consultant will take prompt remedial action in coordination with Airport emergency procedures. Standard Emergency Procedures deal with personal injuries, sickness, rowdiness, vandalism, intoxication, fire, smoke, power outages, and similar situations. Standard Emergency Procedures also include communications to passengers and emergency exit

from vehicles. In certain emergency events, Consultant may also be required to perform Special Maintenance; Consultant should develop and follow protocol to address these situations.

- (1) Consultant shall evaluate the effectiveness of these responses and determine whether any improvements can be implemented in future occurrences. Any such changes shall be proposed to and approved by the Commissioner prior to changing the procedures or implementing any new responses.
- d. Consultant is responsible for performing regular maintenance on the entire ATS system, including but not limited to the guideways, cars, stations, and maintenance complex.
 - i. Perform scheduled normal and preventive maintenance and service necessary to achieve and maintain the levels of system service and performance according to the City's specified operating schedules, including, but not limited to inspecting, adjusting, lubricating, repairing, touch-up painting, replenishing and replacing expendable/consumable parts, and performing minor overhauls in accordance with the Maintenance Plan and Manuals.
 - ii. Perform unscheduled maintenance necessary to identify and remedy failures.
 - iii. Keep maintenance records in accordance with the Agreement.
 - iv. Maintain the spare parts and consumable inventory in accordance with the Agreement and Maintenance Plan and Manuals.
- e. Heavy Maintenance and Overhaul. The following heavy maintenance and overhaul procedures will be performed only after the Consultant notifies the Commissioner and receives the proper approvals for proposed work.
 - i. The Consultant must determine heavy maintenance and overhaul needs, remove equipment for overhaul, install, and test replacement equipment and maintain the related records.
 - ii. Schedule of Heavy Maintenance and Overhauls. The Consultant must include heavy maintenance and overhaul items listed below in the budget for Operation and Maintenance Services. These schedules must cover the life-cycles given below or as agreed upon by the Consultant and the Commissioner:

System Element	Frequency
Vehicles	350,000 miles
Station Door Operator (if applicable)	4,000,000 cycles
Guideway	20 years
Guideway Switches	4,000,000 cycles
PDS Equipment	20 years

- iii. The following should be incorporated into the Schedule of Heavy Maintenance and Overhaul:
 - Vehicles
 - Propulsion motor overhaul
 - Axle differential and planetary gear overhaul (if applicable)
 - Air conditioning compressor overhaul Air compressor overhaul
 - Exterior body painting (excluding repair painting)
 - Replacement of floor covering
 - Guideway
 - Painting (excluding repair or touch-up painting)
 - Running surface repair (excluding local patch work)
 - Guideway Switches
 - Switch machine overhaul
 - Operating mechanism overhaul
 - Locking mechanism overhaul
 - Station Doors (if applicable)
 - Operator motor/gear box overhaul
 - Power Distribution System

-Switchgear breaker overhaul or replacement; except in an emergency, no prior notice is required

-Switch control center breaker overhaul or replacement; except in an emergency, no prior notice is required

- f. **Cleaning and Housekeeping.** The Consultant is responsible for cleaning and maintaining the ATS in an appropriate manner on a daily basis and during the performance of any of the Services described herein.
- i. The Consultant must develop schedules for regular cleaning and housekeeping of the ATS, including vehicles, guideways, rights-of-way (except under elevated guideway), the central control office, equipment rooms, maintenance office, shop areas and all other ATS equipment and facilities, including the passenger trains.
 - ii. Consultant must regularly vacuum, wash, remove stains and marks, and clean windows on the interior and exterior of equipment and facilities. A thorough cleaning of vehicle interiors must be performed at least once each day, or prior to returning a car to service, and exteriors once a week or as weather permits.
 - iii. **Hours for Accomplishment of Maintenance.** To the extent feasible, maintenance (including cleaning and housekeeping) must be scheduled and completed so as to minimize any disruption of operations. To accomplish this, maintenance must be performed at night, during early morning hours or during other off-peak periods. Maintenance activities which interrupt or interfere with the operation of the system must be approved by the Commissioner in advance, on an individual basis or as part of an approved schedule, and must be done between the hours of 10:00 p.m. and 5:00 a.m. unless written approval of the Commissioner is provided.
 - iv. The Consultant must keep work areas as free from material, debris and rubbish as much is practicable and must remove same entirely and at once if, in the opinion of the Commissioner, such material, debris, or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the Commissioner or the public. The Consultant must clean off all oil, grease, dirt and any other foreign materials deposited or accumulated on the ATS or any property of the City due to its operations.
- g. **Plan, Procedure, Methods and Equipment.** The Consultant will determine the methods and procedures to be employed in performing Services under this Agreement, subject to the requirements of the O&M Plan. Only adequate and safe procedures and methods will be used.
- i. During the term of this Agreement, changes or modifications in such methods and procedures as set forth in the O&M Plan may be required by the City. In such event, upon notice from the Commissioner to the Consultant, further operations and maintenance Services will be performed only in accordance with changed or modified methods and procedures.
 - ii. It is expressly agreed, however, that the acceptance of any method or procedure employed by the Consultant will not in any manner relieve the Consultant of responsibility for the operations, safety, maintenance and repair under this Agreement, or from responsibility to perform in accordance with the O&M Plan and any or all O&M Manuals.
 - iii. **Environmental Control.** In performing the Services under this Agreement, the Consultant must be thoroughly familiar with all Federal, State and local statutes, ordinances and directives with respect to the elimination of excessive noise and pollution of air, water and soil due to its operations. The discharge of oily, greasy and chemical waste into waterways and airport sewers will not be permitted. In performing Services, the Consultant must comply with the air and water standards established in FAA Advisory Circular 150/5370-7, "Airport Construction Controls to Prevent Air and Water Pollution"
- h. **Spare Parts and Supplies.** The Consultant must provide and maintain an adequate supply of spare parts and supplies at the maintenance facility, in accordance with the requirements of the O&M Manual, in order to maintain the vehicle fleet in accordance with the availability requirements of this Agreement.
- i. **Purchases.** Purchases must be accomplished by obtaining a minimum of three quotations whenever possible. The purchase must be for the lowest quoted price taking into account

delivery schedule and other operational needs and requirements. The Consultant is encouraged to develop alternative sources of supply for all spare parts and supplies, and is encouraged to seek out MBE/WBE and local suppliers.

- ii. Inventory Control and Procedures. The Consultant must continuously monitor the spare parts inventory and must order spare parts sufficiently in advance so that long lead time items will be received without compromising the operations, performance and/or the availability of the ATS. The Consultant is responsible for ordering of parts, whether for immediate use or restocking of inventory of the spare parts inventory, as well as maintenance supplies and materials. The Consultant will provide documentation for all spare parts and maintenance supply usage to the City.
- iii. Monthly Review At least monthly, the Consultant must present a written summary of the spare parts inventory on hand, parts used during the prior month and parts added to the inventory during the prior month. Recommendations for change in the inventory must be made in this monthly report. The data for making the determination of spare parts requirements must be obtained, in part, by failure assessment analyses.
- iv. Economic Choice The Consultant must advise the Commissioner as to the economic choice in decisions which affect maintaining of the spare parts inventory. The alternatives are on-site versus off-site repair, repair versus replacement, alternative supplier and purchase versus service contract. The factors affecting such alternatives include accumulated experience, complexity and volume, on-site capability and capacity, end of service contracts, etc. The Consultant must make a report of these determinations six months after commencement of the Services and annually after that.
- v. Consumable Parts, Materials, Supplies, Tools and Instruments include the following:
 - Tires and tubes
 - Current collector shoes and leads
 - Oil and air filters
 - Light bulbs
 - Fuses
 - Windshield wiper blades
 - Oil and lubricants
 - Cleaning materials and solvents
 - Protective materials
 - Freon, acetylene, oxygen, nitrogen and other gases
 - Brake shoes/pads
 - Office supplies
 - Hand tools
 - Hand power tools
 - Portable instruments
 - Other parts having an expected life of less than one year
 - Other materials and supplies required in the daily operations and maintenance services, excluding heavy maintenance and overhaul service

3. Personnel

- a. Key Personnel. The Consultant must submit a project staff organizational chart which includes the names and resumes of employees in key positions for this Agreement. All employees in key positions are subject to approval by the Commissioner.
- b. If any Key Personnel are unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Consultant must promptly notify the City explaining the circumstances. Changes in assignment of Key Personnel due to commitments not related to this Agreement are prohibited without City approval.
 - i. Upon request by the City, the Consultant must furnish to the City, within seven (7) working days the name and resume of the person substituting for the person unable to continue, along with any other information needed to evaluate the experience and competence of

- the substitute. Upon approval by the City, such substitute will be assigned to the Services and if the City rejects the substitute, the Consultant will have seven (7) days to submit an alternate substitute. Such process will be repeated for a reasonable period until a proposed replacement has been approved by the City.
- ii. If the City finds the performance of specific persons employed by the Consultant unacceptable, such persons shall cease to be assigned to the Services and the Consultant must furnish the City with the name of a substitute person or persons in accordance with the previous paragraph. Absence of sufficient substitute personnel for the Services shall constitute an event of default.
- c. Character of Personnel. The Consultant will employ only competent and efficient workers, laborers, mechanics, or craftsmen.
 - i. Whenever, in the opinion of the Commissioner, any employee is careless, incompetent, violates safety or security rules, obstructs the progress of the Services, acts contrary to instructions or conducts himself improperly, or fails to follow the safety requirements of this Agreement, or any rule or procedure referred to herein, the Consultant must, upon request of the Commissioner, discharge or otherwise remove such employee from the Services and must not employ him or her again, except with the written consent of the Commissioner.
 - ii. The Consultant must not permit any person to enter any part of the ATS or any buildings connected therewith who is under the influence of intoxicating liquors or controlled substances
 - d. Adjustments to Staff. The number of persons employed by the Consultant for performance of Services will be reviewed by the Commissioner from time to time as warranted, but at least annually to determine any appropriate adjustments to staff.
 - i. The Consultant Staff will consist only of the number of persons necessary to effectively meet the requirements of this Agreement. Any such staff adjustments and similar adjustments to consumable materials will be considered in adjustments to the budget for Services.
 - e. The Consultant Staff Positions. The Consultant must hire and train qualified and competent to fill the positions listed in the staffing plan.
 - i. The Consultant Staff must begin performing its functions under this Agreement upon receipt of the Notice to Proceed from the City and must include one person who is in charge of and will be responsible for directing all of the Consultant's Services.
 - ii. The Consultant Staff must include at least one qualified operations supervisor and one maintenance supervisor fully qualified with respect to the electrical, electronic and mechanical aspects of the ATS system on duty or subject to call at all times, twenty-four (24) hours per day, seven (7) days per week. These supervisory personnel are subject to approval by the City.
 - f. The Consultant must not impose restrictive covenants on its employees or employees of Subcontractors that would preclude subsequent employment by the City or any Consultant selected by the City. No employee of the Consultant will be required to sign and/or declare, in any manner whatsoever, a statement of loyalty for employment which would prohibit said employee from working on the ATS if this Agreement were terminated, not renewed, and/or declared in default.
 - g. Monthly Report. The Consultant must prepare and submit to the Commissioner a monthly report of Services performed during the previous month. The report will be a comprehensive and detailed narrative on all aspects of the Services. The monthly report will be in a format agreed to by the Consultant and Commissioner
 - i. Five copies of the report must be submitted to the Commissioner by the fifth day of each month. The report must, in addition to describing the Services during the previous month describe any problems encountered during the month and measures taken to correct such problems, including any incidents related to passenger injuries.
 - ii. The report must include Consultant's projected operations and maintenance Services, including any recommended Service improvements, for the forthcoming month and any actions required by the City to assist it in performing such Services.

- iii. The monthly report must also describe, in clear and concise narrative form, the Consultant's progress in achieving and maintaining its EEO/MBE/WBE commitments. The EEO/MBE/WBE report format will be subject to approval by the Chief Procurement Officer and/or the Office of Compliance.
- h. **Cautions and Safety.** The Consultant must take all precautions that may be deemed necessary to render its Services secure in every respect, decrease the liability of accidents and avoid contingencies which are liable to delay Services.
 - i. The Consultant and its employees must follow the "O'Hare ATS Rule Book". The Consultant must be familiar with and must abide by the City's rules for "Protection of Persons and Property In Areas of the O'Hare Airport Transit System". The Consultant must provide these rules to all of its Subcontractors and discuss the required safety precautions before the Subcontractor provides any Services.
 - ii. The Consultant must furnish and install, subject to acceptance by the City, all necessary facilities to provide safe means of access to all points where Services are being performed and make all necessary provisions to ensure the safety of workers and other personnel during the performance of its Services.
 - iii. The Consultant must perform its Services so as not to unnecessarily obstruct the activities of other contractors who may be engaged in work or services at the Airport. Although the Commissioner will observe the Services and give the Consultant his/her opinions and suggestions about safety defects and deficiencies, neither the City nor Commissioner shall be responsible for any unsafe working conditions. The Commissioner's suggestions on safety will in no way relieve the Consultant of its sole responsibility for safety.
 - iv. The Consultant must keep a record of and give notice of all incidents of passenger injuries to the Commissioner within 72 hours and include such information in the monthly report. The Consultant must keep completely equipped first aid kits readily accessible at all times. The Consultant must designate a proper person on each shift, acceptable to the Commissioner, to be in charge of first aid and must cause such person to receive proper instructions in first aid.

4. Cooperation with City and other Parties

From time to time the City may engage other consultants or experts to assist it with activities including but not limited to planning, upgrading, renovating, and/or expanding the ATS. Consultant agrees to fully and diligently cooperate with any such third parties and the City to meet these goals.

- a. Consultant may be asked to provide technical services and assistance in the purchase of additional vehicles for the system.
- b. Consultant may be asked to provide technical services and assist the City and its various consultants with the expansion and relocation of the ATS system, including but not limited to the addition of stations, the realignment, relocation and addition to the existing track configuration, and the relocation of the ATS Maintenance Building.

5. Loss Control Services

- a. **Property Claims.** The Consultant must handle, manage and control the City's property claims related to the ATS subject to the direction and with the assistance and cooperation of the City's Risk Manager and the CDA. The Consultant is responsible for submitting property claims and support documents to those insurers identified by the Risk Manager, monitoring activity on claims, and maintaining files.
- b. **Liability Claims.** The Consultant will handle, manage and control the City's liability claims related to the ATS subject to the direction and with the assistance and cooperation of the City's Risk Manager and the CDA. The Consultant will be responsible for submitting liability claims and support documents to those insurers identified by the Risk Manager, monitoring activity on claims, and maintaining files.

EXHIBIT 2
SCHEDULE OF COMPENSATION

A. STAFFING PLAN

- a. Consultant shall assign and maintain Key Personnel to staff the positions set forth on Schedule A to this Exhibit 2 on a full-time basis, unless otherwise provided for on Schedule A.
- b. The Staffing plan shall also include a comprehensive list of full time salaried personnel other than Key Personnel described above and identified on the Organizational Chart. The Staffing Plan shall also include a comprehensive list of job categories/titles that Consultant anticipates using on an hourly basis to perform the Services with an estimate of the number of hours such persons will work in a given budget year or provide an estimate of the number of FTEs required. Consultant should indicate whether a job classification is salaried or hourly, exempt, or non-exempt.
- c. The Staffing Plan should demonstrate how each person contributes to the delivery of the Services, including responsibilities and involvement on current and proposed activities. The City reserves the right to direct the Consultant to alter the Staffing Plan, including adding or deleting positions, upon thirty (30) days written notice.

B. BUDGET

- a. Consultant shall submit an annual budget including the allowable and allocable costs described below in the Compensation section. Any additional staff added during a budget year shall be compensated at the same rates provided for in the Schedule A for the applicable budget year.
 - i. Consultant shall also submit monthly budget updates with their monthly invoices and submit a quarterly updated budget for City approval. The City and Consultant may revise the Staffing Plan and budget as needed.
- b. For subsequent years of the Agreement, Consultant shall prepare and submit an annual budget, including a detailed revised Staffing Plan for City approval no later than September 30 of the preceding year. Upon approval of such annual budget and Staffing Plan, these documents shall be incorporated into the Agreement. If the budget and Staffing Plan for the next calendar year are not approved by the City before the beginning of the next calendar year, the Consultant shall continue to perform the Services in conformance with the then current Staffing Plan, budget, and rates.

COMPENSATION

Consultant will be compensated for the Services based on actual costs plus profit of 10% (ten percent). Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Agreement. As further described below, compensation will consist of: the actual cost of labor (not to exceed the maximum rates per position/title as set forth in Schedule A); overhead and burden (including but not limited to payroll related taxes, all insurance and fringe benefits); profit; certain direct costs; and Subcontractor costs. The multiplier set forth on Schedule A is inclusive of overhead, burden, and profit. Actual labor costs are multiplied by the multiplier to arrive at the billable amount for Consultant's Services performed by Consultant's own forces. Direct costs and Subcontractor costs incurred by the Consultant are reimbursable without mark-up of any kind by Consultant, including but not limited to Consultant's administrative costs or profit.

- a. **Labor Costs.** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance, and fringe benefits) paid to Consultant's employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Labor costs associated with Consultant's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and prior approval of the City.
- b. **Maximum Hourly Labor Rate.** Consultant shall submit a comprehensive list of all job

classifications required to deliver the Services described in Exhibit 1 and corresponding Maximum Hourly Labor Rate. Consultant's detailed staffing plan will list individuals and their actual corresponding hourly labor rate; **the calendar year Maximum Hourly Labor Rate is a true ceiling; all individuals within a certain job classification are not automatically entitled to the Maximum Hourly Labor Rate.**

- i. **Salaried Employees.** Consultant shall calculate the calendar year Maximum Hourly Labor Rate for salaried employees by dividing the base salary by 2080 hours (52 weeks x 40 hours). These individuals, however may not BILL more than 40 hours per week, or 8 hours a day. The total billable hours shall be calculated by subtracting from 2080 eight hours for each of the actual number of days allotted to an individual for vacation, sick days, personal days, and furlough. Consultant may request prior approval to allow certain individuals to bill more than 40 hours in a given week to adequately provide the Services; however, such individuals may in no circumstances bill more than their maximum billable hours in a given calendar year.
 - ii. **Hourly Employees.** Consultant shall submit a list of job classifications and the corresponding Maximum Hourly Labor Rates. Consultant shall also estimate the number of hours or FTEs in the Staffing Plan as described above.
 - iii. **Classification Rate Increases.** Upon request, job classifications and the corresponding Maximum Hourly Labor Rate may be adjusted, if at all, at the City's discretion, on an annual basis, with the submittal of the annual budget. However, any such adjustment in rates shall not increase rates by more than 4% each year or the CPI for Kenosha-Gary-Chicago area, whichever is lower.
 - iv. **Individual Raises.** Consultant may choose to distribute raises to specific individuals by submitting new Status Rate Forms which must also be approved by the City. However, the absolute dollar amount distributed cannot exceed the aggregate dollar increase approved via the Classification Rate Increase as described in the above paragraph.
- c. **Multiplier:** The multiplier set forth on Schedule A is inclusive of Overhead, Burden and Profit. "Overhead" includes the non-payroll indirect costs of the home and branch offices of Consultant which are allowable and allocable to the Services, and "Burden" includes payroll-related costs (e.g., payroll related taxes, insurance, and fringe benefits). The Overhead and Burden rates applicable to Consultant employees who perform Services in relation to this Agreement shall be the Consultant's audited rates approved by Illinois Department of Transportation ("IDOT"), the United States Department of Transportation ("USDOT"), an approved accounting/auditing firm, or another governmental authority recognized by the City. The Consultant must provide evidence of approval of the Overhead and Burden rate by IDOT, USDOT or another cognizant authority on a yearly basis. However, the combined Overhead and Burden rate included in the multiplier shall not exceed a maximum of 100% for services rendered by staff on-site at the Airports and 150% of labor costs for services rendered by staff at the Consultant's home offices.

Limitation on Overhead and Burden In the event the Consultant does not have approved rates, the combined rates for Overhead and Burden will not exceed 100% for Services performed at airport field offices or other City offices, 150% for Services performed at Consultant's home offices , and 100% for personnel without an office.

Lowest Rate Governs. Consultant's rates may not exceed the lowest of:

- the current rate determined by IDOT, USDOT, or approved agency;
- the rate determined at a later date by IDOT, USDOT, or approved agency;
- the rate determined at a later date by an audit acceptable to the City.
- the rate negotiated by the City and Consultant for a given budget year

The City has the right to recapture (via offset or refund) the difference between the

amount it has actually paid to Consultant and the amount it should have paid under this contract clause. Any changes in rates resulting from negotiations must be approved by the Chief Procurement Officer.

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

Any expenditure in excess of \$1,000 which qualifies as a Direct Cost will require prior approval of the Commissioner. Consultant may not break down an expenditure which would otherwise be greater than \$1,000 in order to avoid this approval requirement. Direct Costs will include the following:

- i. **Drawings, Printing and Reproduction Costs.** The costs of all printing, binding and reproduction and related expenses required to perform the Services. Many of these services will be available at the Department of Aviation offices and should be used whenever possible and practicable.
- ii. **Long Distance Telephone/Telegraph and Shipping Costs.** Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for certain construction management field services only.
- iii. **Travel and Related Expenses.** Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Consultant must obtain prior written approval from the City for expenses related to travel into or out of the City. All such expenses must conform with the City's travel reimbursement guidelines, a copy of which is attached to the Agreement as Exhibit 7. Expenses incurred for travel in Chicago will be subject to Group I Limitations as set forth in the City's guidelines. The City will pay current auto mileage to Consultant and/or Subcontractors for travel associated within project site visits as required by the Commissioner. The auto mileage rate within current City policy is- set forth in Exhibit 7 and may be amended from time to time by the City Office of Budget & Management
- iv. **Equipment, Tools and Vehicles.** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Consultant's performance of the Services, provided that any such item purchased will become the property of the City and further provided that Consultant must obtain prior written approval of the City for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$200.
- v. **Permits and Fees.** Costs to Consultant for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Consultant may include in its Overhead cost pool).
- vi. **Premium on overtime.** Only when the Consultant pays its employees a premium in excess of its hourly rates for overtime spent performing Services and such premium is not included in the calculation of Burden rates, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of the multiplier. The City shall not pay any overtime costs for full-time salaried personnel. Consultant shall provide a list of job classifications eligible for over-time pay for approval by the City. To the extent possible, Consultant shall give the City prior notice of any anticipated over-time requirements.
- vii. **Miscellaneous.** Any other costs or expenses incurred by Consultant as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any such expenditure in excess of \$1,000 will require prior approval of the Commissioner.

- e. **Subcontractors.** The City will reimburse Consultant for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Consultant in accordance with the terms and conditions of this Agreement, subject to the City's prior written approval. In no event is Consultant entitled to any mark-up of Subcontractor costs. The costs of Subcontractors which are reimbursable to Consultant will include the Subcontractors' Labor Costs, Overhead, Burden, profit and Direct Costs. Subcontractor compensation is subject to the same terms and limitations established for Consultant's compensation in this Exhibit 2, including but not limited to audits, maximum multiplier rates and the prohibition on mark-up on Direct Costs.
- f. **Profit.** A 10% (ten percent) fee is included in the multiplier as profit to be earned in Consultant's performance of Services under this Agreement.
- g. **Audits:** In accordance with the audit provisions of this Agreement (Section 2.10), the City reserves the right to audit Consultant's overhead and burden rate(s) and/or any of the components of the compensation. The Consultant must have an annual audit performed by a Certified Public Accountant in accordance with the Federal Acquisition Regulations, 48 CFR 1, Part 31 (FAR).

**EXHIBIT 2
SCHEDULE OF COMPENSATION
SCHEDULE A**

EXHIBIT 2
SCHEDULE OF COMPENSATION
Attachment A

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

- o not available. The City's travel agency will advise.
- o Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
- o 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:
 - o Supporting documentation comparing airfares is needed to approve Saturday night stay options.
 - o Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
 - o Meals (per diem) are reimbursable at the appropriate rate.
- Ground Transportation (Taxis, Public Transportation, Limousine Service)
 - o Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
 - o Public transportation is encouraged.
 - o Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
 - o Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
 - o Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
 - o Gratuity for ground transportation is the sole responsibility of the traveler.
 - o 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.			

EXHIBIT 3
SPECIAL CONDITIONS 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%
WBE Contract Goal: 5%

- 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.

II. Definitions

- A. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises," "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. "Area of Specialty" means the description of 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 Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

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 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 venture 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/proposers 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

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/proposers own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

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

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A 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.

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 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 bidders/proposers 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 to 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 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 Contract Compliance Administrator 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 Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

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

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

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

Project information and general MBE/WBE information:

**City of Chicago
Department of Procurement
Office of Vendor Relations**
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago
Department of Procurement
Office of Business Development and Outreach**
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-4900

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

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. 10/16/03 (dlh)

ATTACHMENT A – ASSIST AGENCY

Phone: (773) 451-3509
Fax: (773) 285-7772
Web: www.cul-chicago.org

African American Contractors Association

2910 S. Wentworth, Suite 1F
Chicago, IL 60616
Phone: (312) 915-5960
Fax: (312) 567-9919

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 Alliance

222 W. Cermak Road, Suite 303
Chicago, IL 60616-1986
Phone: (312) 225-9320
Fax: (312) 326-0399
Web: www.asianamericanalliance.com

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (312) 563-0746
Fax: (312) 666-1785

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

1210 W. Rosedale
Chicago, IL 60660 Phone: (773) 303-0167
Fax: (773) 303-0168 Web: www.glchamber.org

Chicago Minority Business Development Council, Inc.

1 East Wacker Drive, Suite 1200
Chicago, IL 60601
Phone: (312) 755-8880
Fax: (312) 755-8890
Web: www.cmbdc.org

Chicago Urban League

220 S. State Street, 11th Floor Chicago, IL 60604

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 Contractors 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 (formerly MACC)

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

National Association of Women Business Owners

Chicago Chapter
330 S. Wells Street, Suite 1110
Chicago, IL 60606
Phone: (312) 322-0990
Fax: (312) 461-0238
Web: www.nawbochicago.org

Rainbow/PUSH Coalition International Trade Bureau

930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2728
Fax: (773) 373-4104
Web: www.rainbowpush.org

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

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
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.
Exhibit 3-M/WBE Special Conditions – Attachment A

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.ihccbbusiness.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

**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

Web: www.uno-online.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

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

ATTACHMENT B

(On Bidder/Proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

(Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ 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: Affidavit of Joint Venture (MBE/WBE)

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

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

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

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

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

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

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

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

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

 4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

- A. Are any proposed joint venture employees currently employed by either venturer?
 Currently employed by non-MBE/WBE (number) ____ Employed by MBE/WBE ____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

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

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

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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

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 five years.

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

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

If more space is needed to fully describe the MBE/WBE 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 (3) three working days of receipt of a signed contract from the City of Chicago.

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

Rev. 9/03

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

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.

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

EXHIBIT 4
ECONOMIC DISLCOSURE STATEMENT AND AFFIDAVIT

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

The Respondent shall complete an online EDS prior to the Response due date. 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).

Paper EDS forms may be obtained on the City's website at:

http://www.cityofchicago.org/city/en/depts/dps/provovs/comp/svcs/economic_disclosurestatmentseds.html

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 mail.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.

Professional Services Insurance Requirements
Operations and Maintenance Consultant
Airport Transit System at ORD

The Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any additional Service 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 a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$50,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work or Services for the Consultant must maintain limit of not less than \$5,000,000 airside and \$2,000,000 landside with same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work or Services for the Consultant must maintain limit of not less than \$5,000,000 airside and \$2,000,000 landside with same terms herein.

4) Professional Liability

When any architects, engineers, construction managers or other professional consultants including Program Managers/Administrators perform work 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 work or services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years.

Subcontractors performing work or Services for the Consultant must maintain limit of not less than \$1,000,000 with same terms herein.

5) Valuable Papers

When any plans, designs, drawings, specifications, media, data, 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) All Risk Builders Risk

When Consultant undertakes any construction, including improvements, betterments, and/or repairs, the Consultant must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago is to be named as an additional insured and loss payee.

7) Property

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

Consultant is responsible for all loss or damage to City property at full replacement cost that results from this Agreement.

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602; Department of Aviation, 10510 Zemke Road, 60666 and City of Chicago Department of Finance, Risk Management Office, Room 400, 333 South State Street, 60604 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to 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 Consultant to obtain and maintain the specified coverages. The 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 herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Consultant under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

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

The Consultant must require all subcontractors to provide the insurance required herein, or Consultant may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

If Consultant or subcontractor 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.

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____
 Address: _____
 _____ (Number and Street)
 _____ (City) _____ (State) _____ (ZIP)

Specification #: _____
 RFQ: _____
 Project #: _____
 Contract #: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep. _____
City of Chicago Procurement Department 121 N. LaSalle St., #403 Chicago, IL 60602	Agency/Company: _____ Address: _____ Telephone: _____

For City use only
 Name of City Department requesting certificate: (Using Dept.) _____
 Address: _____ ZIP Code: _____ Attention: _____

EXHIBIT 6
SAMPLE PROFESSIONAL SERVICES AGREEMENT

SAMPLE

Specification No.: 92543

P.O. No.:

Vendor No.:

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**THE CITY OF CHICAGO
DEPARTMENT OF AVIATION**

AND



FOR

**OPERATION AND MAINTENANCE OF THE AIRPORT TRANSIT
SYSTEM AT O'HARE INTERNATIONAL AIRPORT**

**RICHARD M. DALEY
MAYOR**

**Jaime L. Rhee
Chief Procurement Officer**

Table of contents

<u>TERMS AND CONDITIONS</u>	5
Article 1. DEFINITIONS	5
1.1 Definitions	5
1.2 Interpretation	6
1.3 Order of Precedence of Component Parts	6
1.4 Incorporation of Exhibits.....	7
Article 2. DUTIES AND RESPONSIBILITIES.....	7
2.1 Scope of Services and Time Limits for Performance.....	7
2.2 Deliverables	7
2.3 Standard of Performance	7
2.4 Personnel	8
2.5 Minority and Women's Business Enterprises Commitment.....	9
2.6 Insurance.....	9
2.7 Indemnification.....	10
2.8 No Lien Provision.....	10
2.9 Ownership of Documents	11
2.10 Copyright Ownership	11
2.11 Records and Audits.....	12
2.12 Confidentiality	14
2.13 Assignments and Subcontracts	14
2.14 Subcontractor Payments	15
2.15 Right of Entry	15
2.16 Prompt Payment	16
2.17 Placeholder	16
Article 3. DURATION OF AGREEMENT.....	17
3.1 Term of Performance.....	17
3.2 Timeliness of Performance.....	17
3.3 Agreement Extension Option	17
Article 4. COMPENSATION.....	17
4.1 Basis of Payment	17
4.2 Method of Payment	17
4.3 Funding	18
4.4 Non-Appropriation	18
4.5 Electronic Ordering and Invoices	18
Article 5. DISPUTES.....	18
Article 6. COMPLIANCE WITH ALL LAWS	19
6.1 Compliance with All Laws Generally	19
6.2 Nondiscrimination	19
6.3 Ineligibility to do Business with the City	20
6.4 Disclosure of Ownership Interest in Entities.....	20
6.5 Inspector General and Legislative Inspector General.....	20
6.6 Office of Compliance	21
6.7 Shakman Accord.....	21
6.8 MacBride Ordinance.....	21
6.9 Business Relationships with Elected Officials	22
6.10 Chicago Living Wage Ordinance	22
6.11 Deemed Inclusion.....	23

6.12	Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1	23
6.13	Environmental Requirements	25
6.14	Federal Terrorist (No-Business) List	26
6.15	False Statements	27
6.16	Firms Owned or Operated by Individuals with Disabilities	27
6.17	Airport Security, Rules and Regulations	27
Article 7.	SPECIAL CONDITIONS	30
7.1	Warranties and Representations	30
7.2	Ethics	31
7.3	Joint and Several Liability	31
7.4	Business Documents	31
7.5	Conflicts of Interest	31
7.6	Non-Liability of Public Officials	32
Article 8.	EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET	33
8.1	Events of Default Defined	33
8.2	Remedies	34
8.3	Early Termination	35
8.4	Suspension	36
8.5	Right to Offset	36
Article 9.	GENERAL CONDITIONS	37
9.1	Entire Agreement	37
9.2	Counterparts	38
9.3	Amendments	38
9.4	Governing Law and Jurisdiction	38
9.5	Severability	39
9.6	Assigns	39
9.7	Cooperation	39
9.8	Waiver	39
9.9	Independent Contractor	39
Article 10.	NOTICES	40
Article 11.	AUTHORITY	40

EXHIBITS (Not included with this Sample 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

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of the ____ day of _____, 2011, 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.

"**Airport**" means Chicago O'Hare 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);

"**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

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, which is attached to this Agreement and incorporated by reference as if fully set forth here.

2.2 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, periodic and informational 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.

2.3 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 has been selected to operate and manage the Airport Transit System, which includes

professional program management as well as providing expert tradesmen (such as electricians, mechanics) and will be held the respective standards that apply. 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.

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.

The Consultant must practice efficient business administration such that the operation and maintenance of the ATS is performed at a reasonable cost. At a minimum the Services must be performed so as to ensure the continued validity of any warranties associated with the design and construction of the ATS, including the avoidance and prevention of any actions or events that might void or impair such warranties.

The Consultant must maintain an availability level of the ATS of at least 99.4% as measured each month. If Consultant fails to meet this level of availability, Consultant must take all necessary corrective action.

The Consultant must act in the City's best interest and fully cooperate with the City, its agents, employees, contractors, subcontractors, concessionaires, Airport patrons and any parties leasing or using space or providing services in the Airport as directed by the Commissioner.

If this Agreement is terminated for any reason, or when it expires, the Consultant must ensure an orderly transition to any other provider of the Services, an orderly demobilization of its own operations, uninterrupted execution of Services during any transition period, and must otherwise comply with the reasonable requests and requirements of the Commissioner in connection with such termination or expiration of the Agreement.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 No Lien Provision

Consultant must notify all Subcontractors that no mechanics liens under the Illinois Mechanics' Lien Act, 770 ILCS 60/1 *et seq.*, will be permitted to arise, be filed, or maintained against public funds, the Airport, or the ATS. The improvements, or any part of or any interest in, or any improvements on, or against any monies due or to become due to any Subcontractors on account of any Services, labor, materials,

equipment, or other items performed or furnished for or in connection with this Agreement and the Consultant, for itself and its Subcontractors, does expressly waive, release, and relinquish such liens and all rights to file or maintain such liens, and agrees further that this waiver of liens and waiver of the right to file or maintain such liens is an independent covenant.

If any of the Contractors, Subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or under any of them files or maintains a lien or claim as described in above, the Consultant must cause such liens and claims to be satisfied, removed, or discharged, by bond, payment, or otherwise, within thirty (30) days from the date of filing thereof, provided, however, that the City may extend the thirty (30) day period if the City determines that the lien claim cannot be so satisfied, removed, or discharged in such period and that the Consultant is proceeding diligently to cause such liens or claims to be satisfied, removed, or discharged, the City will have the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed, or discharged by any means at the Consultant's sole cost, including legal fees. The Consultant O&M must give, or cause to be given, a copy of these provisions to all Subcontractors and must include these provisions in all contracts with Subcontractors and/or give written notice of these provisions to all Subcontractors of any tier.

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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. If the Consultant causes damage to City property, the Consultant must, at the option of the Commissioner either 1) pay the cost to repair the damage or 2) repair and replace the damaged property without charge to the City.

2.16 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 2.16 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.

2.17 Placeholder

Article 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of _____ ("Effective Date") and continues until _____, for a term of five (5) years 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 that the Airport Transit System ("ATS") operates safely and efficiently without service interruption. Consultant must provide the Services and Deliverables as required by the Agreement. **Failure of Consultant to operate and maintain the ATS may result in economic or other Losses to the City.** Consultant will be excused from timely performance only 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

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 delivery 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 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.

6.4 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

6.5 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 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.

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, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-55 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of this provision and require understanding and compliance with it.

6.6 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.

6.7 Shakman Accord

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.

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.

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.

In the event of any communication to Consultant by a City employee or City official in violation of Section 6.7(ii) above, or advocating a violation of Section 6.7(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.

6.8 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 6.8 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.

6.9 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.

6.10 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, 2010, 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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)

6.16 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.

6.17 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.

(d) 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 in relationship to this Contract, 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.

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
 - (x) 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.

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.

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.

[Signature page follows.]

SAMPLE

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

CONSULTANT: _____

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

ENGAGEMENT REFERENCE FORM

Respondent must provide comprehensive information for at least three (3) engagements of similar type, scope and magnitude as required pursuant to this RFQ. If any of these engagements can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each engagement referenced, including a brief description of the services, the date on which the engagement was performed and completed, the location of the engagement, the nature and extent of Respondent's involvement in the engagement, the total dollar value for the engagement – on an annual and total basis, the Key Staff involved and their roles, and three (3) client references for the engagement(s). The Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Engagement Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Engagement:

Dollar Value of Engagement: _____

Key Staff Involved and Role in Engagement:

Client References (provide three):

Reference No. 1

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Reference No. 2

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Reference No. 3

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

EXHIBIT 8

AFFIDAVIT OF ELIGIBILITY

_____, a(n) _____ (the "Affiant"), hereby certifies and declares as follows:

1. In accordance with section 1-23 of the Municipal Code of Chicago, neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

(a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or

(b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the city or any Sister Agency; or

(c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2), owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business 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 under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

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

(Print or type name of Affiant)

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) _____, at _____ County,
_____ (State).

Notary Public.

Commission expires: _____.

