




CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

MEMORANDUM

To: David J. Reynolds
Commissioner
Department of Assets, Information and Services

From: 
Shannon E. Andrews
Chief Procurement Officer

Cc: Sandra Blakemore, AIS
Monica Jimenez, DPS

Re: Emergency Procurement Request – Unarmed Security Guard Services at COVID-19 Management Location – Julian Hotel and Broadway Armory

Date: May 1, 2020

Specification No.: 1201919
PO/Contract No.: 129201
Amount: \$290,536.24

Pursuant to Section 65 ILCS 5/8-10-5 of the Municipal Purchasing Act, Section 2-92-644 of the Municipal Code of Chicago, and City of Chicago Executive Order No. 2020-1, your request to enter into an emergency contract for unarmed security guard services at COVID-19 management location - Julian Hotel and Broadway Armory is approved. Based on the information provided by your department, we have determined that this procurement is necessary to address the COVID-19 crisis.

You are hereby authorized to purchase unarmed security guard services at COVID-19 management location - Julian Hotel and Broadway Armory from **Monterrey Security Consultants** for **\$290,536.24** as requested in your memo dated April 30, 2020. Any amount in excess of \$290,536.24 will require additional authorization and will be limited so as not to exceed the \$1,000,000.00 limit established by Executive Order 2020-1.

If you have any questions, please contact me Shannon.Andrews@cityofchicago.org.

SEA/mj

**CITY OF CHICAGO
BLANKET PURCHASE ORDER**

**Original (DPS)
Reprint**

Furnish the supplies and/or services described below in conformance with conditions set forth herein and in your offer.

DATE OF AWARD	DEPT #	PURCHASE ORDER	SPECIFICATION NUMBER	VENDOR NUMBER	SITE NAME	PO START DATE	PO END DATE	PAGE NUMBER
5/1/2020	38	129201	1201919	1066994	B	5/1/2020	7/1/2020	1

BUYER:

30213 AMANDA GOOCH 3127442941

ORDERED FROM:

MONTERREY SECURITY CONSULTANTS
2232 S. BLUE ISLAND
CHICAGO, IL 60608

PO DESCRIPTION: UNARMED SECURITY GUARD SERVICES FOR COVID-19 MANAGEMENT LOCATIONS

COMMODITY INFORMATION

Line	Item	Item Description	UOM	Unit Cost
1	9648010001	SECURITY GUARDS - SECURITY OFFICER, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	36.05
2	9648010002	SECURITY GUARDS - SECURITY OFFICER, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	54.08
3	9648010003	SECURITY GUARDS - SECURITY OFFICER, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	54.08
4	9648010007	SECURITY GUARDS - ROVING OFFICER, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	46.03
5	9648010008	SECURITY GUARDS - ROVING OFFICER, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	69.05
6	9648010009	SECURITY GUARDS - ROVING OFFICER, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	69.05
7	9648010004	SECURITY GUARDS - SUPERVISOR, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	47.76
8	9648010005	SECURITY GUARDS - SUPERVISOR, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	71.64
9	9648010006	SECURITY GUARDS - SUPERVISOR, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	71.64

Payment on this order will be made upon receipt of an original vendor invoice form referencing this order and associated Receipt(s). Submit the original invoice to the Office of the City Comptroller, Invoice Intake Division, 33 N. LaSalle, Room 700, Chicago, IL 60602.
Mark all packages and papers with the purchase number. Any deliveries containing over shipments will be reflected unless otherwise authorized in this purchase. This purchase is subject to the City of Chicago General Conditions for Supplies, Work, or Professional Consulting Services; Special Conditions, Disclosure Ownership, Acceptance Page, as applicable, which are attached hereto or incorporated herein by reference.



DEPARTMENT OF ASSETS, INFORMATION & SERVICES

MEMORANDUM

To: Shannon E. Andrews
Chief Procurement Officer
Department of Procurement Services

From: David J. Reynolds *DR*
David J. Reynolds
Commissioner
Department of Assets, Information and Services

Date: April 30, 2020

Subject: Request for Emergency Procurement for Unarmed Security Guard Services at COVID-19 Management Location – Julian Hotel and Broadway Armory

The Department of Assets, Information and Services (DAIS) is requesting an emergency procurement for unarmed security guard services to serve City facilities in services of the coronavirus. Existing security services contracts cannot be utilized due to contracts being bound by specific locations.

Security will be required at two locations that will be used as a quarantine centers and hotel service for medical staff and donation centers. The locations are the Julian Hotel at 168 N Michigan Ave and the Broadway Armory located at 5917 N. Broadway. The duration of services for both sites is May 1, 2020 through June 30, 2020. Security services would be required 24 hours per day and 7 days per week.

The City will be requesting FEMA reimbursement for this procurement. An emergency competitive procurement process was initiated. On Friday, April 3, 2020, DAIS sent an email bid solicitation to six (6) security guard services companies, G4S, Page Security Inc., Securitas AB, SkyTech Enterprises LTD., Steiner Security Services, Inc. and Titan Security Group, requesting price proposals based on the scope of work (see attached). The term of the contract would be from the date of award until June 30, 2020 and an estimated cost of \$291,000. The intent would be to award to the lowest bidder with their acceptance to the City's and FEMA's terms and agreement.

DAIS did not receive a proposal from any of the six (6) companies that were contacted by the requested deadline date (Monday, April 6, 2020). A proposal from Page Security Inc. and SkyTech Enterprises LTD. and questions from Securitas were submitted days after the deadline date. On Monday, April 13, 2020, DAIS emailed a rebid solicitation to the same six (6) vendors and added two (2)

more vendors (Digby's Detective and Security Agency and Monterrey Security). The deadline for proposal submittal was Tuesday, April 14, 2020. Three (3) of the eight (8) vendors submitted a proposal (Monterrey Security, Page Security, Inc. and SkyTech Enterprises LTD.) Of the three (3) proposals submitted, Page Security Inc. was the lowest bidder, Monterrey Security second and SkyTech Enterprises LTD. third. All of the proposals pricing was within the set parameters of the scope of services. DAIS began discussions with Page Security, Inc. in establishing the unarmed guard security services contract. Page Security, Inc. requested that some of the terms and conditions be modified and their certificate of insurance did not fully meet the insurance requirements. Ultimately, Page Security, Inc. was deemed non-responsive after their CEO decided not to move forward with the contract. DAIS ceased further discussion with Page Security, Inc. and proceeded with the next lowest bidder, Monterrey Security.

Monterrey Security accepted all the City's and FEMA's terms and conditions, and their certificate of insurance was approved by Risk Management. DAIS determined that Monterrey Security's costs were reasonable given these costs fell within the parameters of the entire bid pool.

If the City of Chicago needs security for additional quarantine or hotel service sites for medical staff, AIS will conduct a new procurement.

The project manager is Carmen Rocha at 312-744-0262.

EXHIBIT 1

Department of Procurement Services
Emergency Contract Request Form

Requesting Department: Dept. of Assets, Information and Services Date: 4/1/2020

Description of Operational Emergency (use Attachment 1 attached)
Anticipated duration of emergency (include justification for how you arrived at the duration): _____

The City needs security services at any facility that is in service to manage the Covid pandemic.

Justification for continued duration if this is a request for an additional emergency contract beyond the anticipated duration of emergency identified in an earlier request:

We do not know when the Covid pandemic will end.

Emergency Requirements (check one):

Commodities Equipment Services

(NOTE: Services, such as debris removal, are provided through equipment rental)

Details (describe the required commodities, equipment, or services (referred to hereafter as "requirements") in detail; attach additional pages as necessary):

We require security services at the facilities that City deems needed for the Covid pandemic.

Are the requirements available through an existing City contract? No (Y/N)

Contract No. (if available): _____ Vendor: _____

Vendor Contact Information: _____

Explanation of why normal contracting procedures, including small orders, are not feasible in this instance:

We are in the coronavirus pandemic which was an unexpected event requiring public shelters.

Are the requirements available through U.S. Communities or GSA Schedules? NO (Y/N)

Contract No. (if available): _____ Vendor: _____

Description of anticipated vendor solicitation process: _____

We will solicit 6 vendor quotes for security services. Low bid will be the winner.

Department Contact Person: Sandra Blakemore Phone: 312-744-7709

E-mail: Sandra.Blakemore@cityofchicago.gov Date Requirements Required: _____

Point of Delivery for Requirements: _____

Consequences/Costs of not granting request: _____

Quarantine Shelter services to the public will not be able to operate safely.

Commissioner's Signature*: David Lydos SB

*If the Commissioner is not available to execute this request, the second in command in the department may execute this form in the Commissioner's absence.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 151161

Certificate Printed on: 04/20/2020

Date of This Filing:04/20/2020 10:47 AM

Original Filing Date:04/20/2020 10:47 AM

Disclosing Party: Monterrey Security
Consultants Inc

Title:Director of Administration

Filed by: Mr. Michael Boyle

Matter: Unarmed Security Guard Services At
COVID-19 Management Locations

Applicant: Monterrey Security Consultants Inc

Specification #:

Contract #:

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

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



Monterrey Security Consultants, Inc Response

Solicitation for COVID-19 Unarmed Security Guard Services

Emergency Procurement – 1201919

City of Chicago

Department of Assets, Information and Services (DAIS)

Proposal Contact:

Michael Boyle
Senior Director, Administration
Monterrey Security Consultants, Inc
mboyle@monterreysecurity.com
773-565-04050
2232 S. Blue Island Ave, Chicago, IL 60608

COVID-19 UNARMED SECURITY GUARD SERVICES SPEC. 1201919 RX 339828

NAME OF SECURITY FIRM: MONTERREY SECURITY CONSULTANTS, INC.

LINE	CATEGORY	ITEM	DESCRIPTION	UOM	PRICE
1	96480	9648010001	SECURITY GUARDS - SECURITY OFFICER, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$ 36.05
2	96480	9648010002	SECURITY GUARDS - SECURITY OFFICER, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$ 54.08
3	96480	9648010003	SECURITY GUARDS - SECURITY OFFICER, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$ 54.08
4	96480	9648010007	SECURITY GUARDS - ROVING OFFICER, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$ 46.03
5	96480	9648010008	SECURITY GUARDS - ROVING OFFICER, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$ 69.05
6	96480	9648010009	SECURITY GUARDS - ROVING OFFICER, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$ 69.05
7	96480	9648010004	SECURITY GUARDS - SUPERVISOR, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$47.76
8	96480	9648010005	SECURITY GUARDS - SUPERVISOR, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$71.64
9	96480	9648010006	SECURITY GUARDS - SUPERVISOR, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	Hour	\$71.64

DATE: 4/29/2020
TO: Sandra Blakemore – Deputy Commissioner, City of Chicago
FROM: Steven Gaytan – Executive Vice President, Monterrey Security
RE: Acceptance of Conditions – Specification #1201919

Ms. Blakemore-

Please let this letter serve as a confirmation that Monterrey Security Consultants, Inc. acknowledges, accepts, and agrees to the specifications outlined in the emergency procurement for Unarmed Security Guard Services at COVID-19 Management Locations (Specification #1201919, Contract PO #12920).

Please let us know if we can be of further assistance in this regard.

Take care.

Sincerely,



Steven Gaytan
Executive Vice President
Monterrey Security Consultants, Inc

steveng@monterreysecurity.com
773-565-0406
2232 S. Blue Island Ave
Chicago, IL 60608

SCOPE OF WORK AND DETAILED SPECIFICATIONS

GENERAL

The City of Chicago, acting through the Commissioner of the Department of Assets, Information and Services (DAIS), requires an experienced firm ("Contractor") to provide trained, skilled, and qualified Unarmed Security Guard Services for various Corona Virus management locations that would include but, not limited to government facilities, hotels, community and recreational centers. It is necessary for these Security Guards to exercise their training, experience and skills, as required under this Specification, to ensure a safe and lawful environment for the City of Chicago. The Security Guards must protect the general public, the public property, as well as the private property of the City of Chicago all in accordance with the terms and conditions of this Specification.

BASIS OF AWARD

A contract will be awarded based upon the lowest responsive and responsible bidder.

Each bid line's extended price will be determined by multiplying its estimated quantity by its unit bid price. The sum of the extended prices for all lines will be the Total Bid Price.

Contract bidders are required to bid on all lines. Bids that do not contain price quotes for all lines will be considered incomplete and as a result, the bid will be rejected.

The Contractor's bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of (products/services), delivery/transportation charges, training, materials, labor, Insurance, applicable taxes, applicable permit and fees, warranty, overhead and profit, etc. that are required by this specification. In the event of discrepancy between the "Unit Price" and the "Total Price" the Unit Price will prevail. The Chief Procurement Officer reserves the right to award a contract or reject any or all bids.

CONTRACTOR REQUIREMENTS

- 1) The Contractor must possess all appropriate business licenses and be in compliance with all local, state, and federal regulations association with operating a firm providing security services.
- 2) The Contractor must have screened and performed a background check on all Security Guards before assigning them to provide services under this Contract, to ensure that all of the assigned Security Guards have never been convicted of a crime that renders the Security Guard unsuitable for the position for which he or she is intended.
- 3) The Contractor must provide all the staffing needs to successfully provide Security Guard Services required in this Specification.
- 4) The Contractor must supply the equipment necessary to perform all duties described in this Specification. These include, radio communication equipment, uniforms, and cell phones (approved by DAIS).

- 5) The Contractor must provide Security Guards with personal protective equipment (PPE) and training that must be in accordance with all State and Federal regulatory standards and guidance including but not limited to OSHA's General Industry (29 CFR 1910) Subpart I Standards and Centers for Disease Control and Prevention guidance when dealing with any health, safety and environmental matters.
- 6) Contractor must provide Unarmed Security Officers who meet the following requirements:
 - i. Security Guards must be at least twenty-one (21) years of age; must be an American citizen or legal United States resident who has obtained Green Card status; must have the ability to communicate in English at a level sufficient to be able to perform his duties, must have excellent public relations skills and experience it working and have a work attendance record which reflects a reliable and punctual performance history.

SITE LOCATIONS

Twenty-four (24) hour unarmed security guard services would be required at various Corona Virus management locations that would include but, not limited to government facilities, hotels, community and recreational centers being utilized by the City while management and containment efforts are put forth for the Corona Virus. The locations are temporary and are identified as needed. Currently, 168 North Michigan Avenue, Chicago is the only location that has been identified.

MINIMUM QUALIFICATIONS AND JOB REQUIREMENTS

ON-SITE SECURITY OFFICERS

All Security Officers must have passed a medical physical examination administered by a licensed physician no more than six (6) months prior to the officer's assignment to a City site.

All Security Officers must have completed High School and possess a High School Diploma or possess a General Education Diploma (GED).

All Security Officers must speak English. DAIS encourages bidders to consider providing bilingual Security Officers, and any bilingual Security Officers should be assigned to locations where additional speaking language will meet location needs. DAIS will request where the need is required.

All Security Officers assigned to City of Chicago sites must have had at least three (2) years prior work experience as a Security Officer in good standing and/or served in a branch of the United States military, or a combination of both.

Additional requirements are found under Section Hiring New Recruits, New Supervisors and New Remote Supervisors section.

Security services for each site include the protection of all physical contents within a site's entire property boundaries, including all buildings, lots, and open or fenced-off areas, and will also include:

- a. The prevention and detection of intrusion, unlawful entry, theft, vandalism, abuse, fire, placing of illicit hazardous material, or trespassing.
- b. The prevention, observation, or detection of any unauthorized activity.
- c. The protection of all persons on site.
- d. The prevention of the misappropriation or concealment of City property or illegal goods.
- e. Monitoring of vehicles and pedestrian traffic (restricting access to only authorized vehicles and personnel when stationed at a gate entranceway or secured area; or, while positioned at a fixed-point position perform "monitoring" in the sense of reacting if suspicious behavior or unusual vehicular activity warrant some investigation on the part of the security officer).
- f. Performing foot patrols, when applicable, of a building's hallways and stairways on all floors, and basements when necessary, as well as exterior property boundaries.
- g. The prompt reporting to the Chicago Police Department of any criminal activity.
- h. The accurate documentation of all incidents.
- i. Prompt reporting to the authorized representatives from both the User Department and DAIS, by telephone, as soon as is practical, when an injury to a person or damage to property occurs on City property.

ROVING SECURITY OFFICERS

Roving Security Officer(s) will travel with assigned vehicle (some foot travel may be required) within the interior or exterior of a very large facility and/or between adjacent facilities to conduct security inspections at predetermined locations.

In addition to all requirements listed above, Roving Security Officer(s) responsible for security surveillance at more than one site will travel via vehicle.

The Contractor must provide the Officer with a vehicle that will enable him/her to inspect the security conditions and report the conditions at more than a single post. This will involve the inspection of facilities located within several city blocks of each other, thereby requiring the Roving Security Officer to travel over city streets.

The Contractor will be compensated for post assignments requiring use of a vehicle in accordance with the hourly service rate for a Roving Security Officer plus an hourly rate for the vehicle, in accordance with the proposal page pricing multiplied by the total number of service hours for that officer.

The Contractor must notify 2FM if a Roving Security Officer(s) that will be required at any City locations. The Contractor must receive approval of 2FM before any assignment of Roving Security Officer(s).

ON-SITE SUPERVISORS

All Supervisors assigned to City of Chicago sites must have at least two (2) years of supervising experience that must have been derived from contracts requiring not less than 4,000 man-hours per month of security officer service on facilities similar to those referred to in this specification.

Preferably, on-site Supervisors will have served at least two (2) years in the military and not have any type of discharge that renders such on-site Supervisor unsuitable for the intended position in accordance with applicable law, or have served for two (2) years as a law enforcement officer, have completed at least thirty (30) credit hours towards an Associate's Degree in Criminal Justice, or has a Degree in Business Management.

A Supervisor must be present for at least forty (40) of the total weekly hours for individual sites which require a Supervisor. The Supervisor must develop and maintain familiarity with the site operations, develop consistent operational efficiency, and facilitate unity between all security officers and City of Chicago employees. The Supervisor must be responsible for the full implementation of patrols, "fixed point monitoring", accurate reporting, and on-site training programs for officers at the specified site.

Where on-site supervision is required, Remote Supervisors will not be acceptable as an equivalent substitute. (See "Remote Vehicular Supervisors" below.)

REMOTE (VEHICULAR)

The Contractor must ensure that ALL sites are supported by remote supervision in addition to those sites which have on-site supervision. The Remote Supervisors must perform periodic random checks at all sites in his territory at least three (3) times per week per shift, as a routine part of the Remote Supervisor's responsibility to monitor the performance and affirm that the various on-site Security Officers and On-Site Supervisors, if applicable, are properly performing their job responsibilities.

The Remote Supervisors act as back-up support in emergency situations and must therefore be able to be on site at any site in his territory within 15-20 minutes.

The Remote Supervisor must be a highly trained, experienced, management-level security officer able to drive a vehicle to the various sites.

The Remote Supervisor will be provided as part of the Contractor's management overhead, and not be a direct chargeable cost to the City of Chicago.

Copies of reports of each random check finding by the Remote Supervisor must be issued to the authorized representative for the User Department each month.

OPERATIONS MANAGERS

The Contractor's key executive administrative contact person will be responsible for overseeing the operations of the Contractor's mid-west regional territory, the equivalent to what this specification refers to as being the "Operations Manager".

The Operations Manager must be familiar with all contractual requirements at all contracted City sites; with City of Chicago User Department policies at each site; and with the process of updating all of the Contractor's standard operating procedures.

The Operations Manager must personally perform periodic random checks to all sites (in addition to any Remote Supervisor's random checks). The Operations Manager's random

checks must be made at least once per month whereby all Post Order Manual records are updated, especially where any site's security requirements are unique or have been compromised. (See section Post Orders Manual).

The Operations Manager will be provided as part of the Contractor's management overhead, and not be a direct chargeable cost to the City of Chicago.

FIXED POINT MONITORING

Some sites require a security officer to remain stationary, or "fixed" at one station throughout a shift. Fixed point monitoring will require a security officer to sit behind a desk to guard an entranceway into a building. A fixed-point guard cannot leave his position to patrol the building.

Fixed point monitoring occasionally involves constant surveillance of a closed-circuit TV monitor and may involve interaction with the public. As such, a security officer assigned to a fixed-point monitoring station must have strong interpersonal skills and be able to communicate easily with the public.

Unless specifications for a site require the stationary officer to execute an "occasional tour (i.e. foot patrol) the security officer must remain fixed at the assigned station throughout his shift.

SUBCONTRACTED SERVICES

The Contractor must, if applicable, furnish the names of all subcontractors it is planning to use for security officer services. All subcontracted security personnel must comply with the qualifications which are required by the Contractor's security personnel.

EMPLOYEE BENEFITS HIRING, TRAINING, AND INCENTIVE PROGRAMS

Hiring New Recruits, New Supervisors, and New Remote Supervisors

The degree to which a security company screens its new employees, trains them, and provides incentives for them to stay with their company, is evidence of a quality security service provider. The City requires that the Contractor must conduct a systematic, well organized, effective screening process in its hiring of security officers to be assigned to City sites.

Contractor must confirm in writing that the REID Integrity Test and/or 16PF Questionnaire (or approved equal) has been successfully completed by each security officer prior to the security officer's placement in a City location.

All security officers and supervisors assigned to any City site must submit proof that he has completed the State of Illinois' 20-hour course in basic security (**in accordance with 225 ILCS 447/25-20**) and is in compliance with the **Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004**, prior to assignment to a City location.

All security officers and supervisors to be employed under the City of Chicago Contract must be a duly licensed security officer by the State of Illinois, and must possess a valid State of Illinois, Department of Professional Regulation Card.

All security officers and supervisors who are required to drive a vehicle must possess a current valid driver's license with no unsettled traffic violations.

No security officer or supervisor with a record of criminal convictions (misdemeanors or felonies), other than traffic offenses, may be assigned to service under City of Chicago Contract, without the prior approval by the authorized representative of the User Department. A criminal background check, of no less than five (5) years, must be carried out by the Contractor prior to assignment to a City site, and annually thereafter for all personnel assigned to serve under the City of Chicago Contract, at no cost to the City. The City may reject the assignment of security officers and supervisors based upon the results of the criminal background check and in accordance with applicable law.

Contractor must ensure that each security officer submits to a drug urinalysis test to be administered and analyzed by an Illinois state-licensed drug testing facility within sixty (60) days prior to commencing work and annually thereafter, at no cost to the City, to ensure that each security officer is drug-free. Security personnel who fail this drug test must, at the discretion of the City of Chicago, be removed from service under the City of Chicago Contract. The Contractor must keep drug testing records and make them available to the City upon demand by the City of Chicago's authorized representative. The Contractor must submit annual reports that show dates drug urinalysis tests had been taken for each security officer assigned to serve under the City of Chicago Contract.

Contractor must perform reference checks and obtain the employment history of each applicant considered for employment under the City of Chicago Contract as a security officer or supervisor. Contractor employees must be in possession of a valid State of Illinois Permanent Employee Registration Card to be allowed to work in a City facility.

Security officers assigned to City of Chicago sites must be able to demonstrate work performance efficiency and excellent public relation skills to the City of Chicago's authorized department representative.

TRAINING REQUIREMENTS

In addition to the training requirements in Exhibit 1, which must be completed prior to assignment to a City Locations, the City requires the Contractor to maintain a program of on-going training for its security officers and supervisors (pursuant to the types of training courses described in Exhibit 1. Contractor must submit copies of date-posted documentation each month for each security officer, confirming that on-going training is taking place. Individual certificates of completion must be issued to each security officer who has successfully completed a training course.

The on-going training courses must be completed by each security officer and supervisor within twelve (12) months of their assignment to a City site. If any security officer or supervisor fails to complete the required training within twelve (12) months of the security officer's or supervisor's assignment to a City site, the City may, at its discretion, require the removal of the security officer or supervisor from any City assignment until such time as the required training has been completed.

Contractor must maintain a record of the training each security officer and supervisor has received. This record must be available for review upon demand by the City. These training records must include a list of courses taken and a description of each course taken by each security officer and supervisor.

The City reserves the right to request the list of all individuals who will be attending any class, two weeks in advance of the date the course is scheduled to be offered. All training courses specified may be monitored by the City or its authorized representative on a random basis. Unannounced visits may be made by the City to the various sites, so as to ensure that training is being fully implemented.

EQUIPMENT

UNIFORMS

The Contractor will be responsible for providing, cleaning, and maintaining all security officers' uniforms.

Each security officer must be provided with sufficient quantities of each uniform item to ensure that at

least one whole uniform set is clean and available at all times.

Uniform design and usage shall comply with the provisions of the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, as set forth at 225 ILCS 447/25-30.

"Standard Uniforms" issued, unless alternatives are requested by the City, include:

- Shirts
- Nameplates/Security
- Badge
- Long pants
- Belts
- Outdoor/Inclement weather attire
- Communications Equipment

Unless otherwise directed by DAIS, all officers must be outfitted with a radio-headset and mouthpiece in order to minimize extraneous noise interference. The Contractor must obtain the City of Chicago User Department's approval regarding the type of radio system to be utilized at specific sites.

PROTECTIVE AND SAFETY EQUIPMENT

The Contractor must provide Security Guards with personal protective equipment (PPE) and training that must be in accordance with all State and Federal regulatory standards and guidance including but not limited to OSHA's General Industry (29 CFR 1910) Subpart I Standards and Centers for Disease Control and Prevention guidance when dealing with any health, safety and environmental matters.

VEHICLES AND VEHICLE PATROLS

The Contractor must provide vehicles to enable Remote Supervisors to perform random checks, respond to emergency situations, and to enable security officers who are located at specific sites to perform vehicular patrols when required upon request.

Vehicles must be kept in good working order at all times and must be marked with the Contractor's company logos (unless otherwise stated by the City of Chicago's authorized representative). A full-size sports utility vehicle (SUV), no more than three (3) years old (relative to then current time) must be servicing the City of Chicago Contract. Unless otherwise approved, all other vehicles servicing the City of Chicago Contract must be no more than seven (7) years old (relative to then current time). The Contractor must submit within 30 days of award, a listing of vehicles which will be utilized under this agreement. This listing must include the following information per vehicle:

- Manufacturer
- Model
- Year
- Vehicle Identification Number

COMPUTERIZED GUARD TOUR SYSTEMS

Certain sites will require a computerized guard tour system to be provided and installed by the Contractor at no additional cost to the city.

The computerized system must be capable of recording data at designated locations within a site, each time a security guard swipes-in on a wall-mounted data recorder unit (a swipe "station") by using a hand-held computer data transmitter unit. The swipe-in and other relevant information will be collected by each data recorder located throughout a site, as the security officer makes his inspection tour, or patrol "rounds". The system must be able to generate reports as may be required by the Department indicating:

- Guard conducting tour;
- Exact time each swipe station was swiped over a time period specified by the department.

NOTE: All communication radio systems and all components of the computerized guard tour system must be Factory Mutual (FM) approved for officer tour applications, where applicable, and must be intrinsically safe for Class 1, Division 1, Chicago Public Library sites, where applicable.

Acceptable computerized tour guard systems will have the following features:

- Hand-Held Transmitter
- Swipe Station Units
- Hand-Held Transmitter Battery Charger Reporting Capabilities
- Reprogramming Capabilities
- Incident Reporting

- Daily Activity Log
- Time and Attendance Verification
- Ability to generate reports using Windows based software

BASIS OF PAYMENT

The Contractor will be compensated for Security Guard Services based upon the total number of scheduled hours serviced multiplied by the applicable hourly rate in the proposal pages section of this specification.

The Contractor will not be compensated for any services performed beyond the scheduled hours approved by the City.

The City will determine the category of service (Security Officer and/or Security Supervisor) required at all facilities and the schedule when security services will be provided. The City reserves the right to add or delete facilities and/or revise scheduled service hours at any time.

The City will notify the Contractor at least forty-eight (48) hours prior to any additions, deletions or schedule changes.

If security services are required at a facility housing more than one City department, the City will make the final determination as to the most appropriate department assignment for the services performed at that facility.

LINE ITEMS

LINE	ITEM	DESCRIPTION	UOM
1	9648010001	SECURITY GUARDS - SECURITY OFFICER, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
2	9648010002	SECURITY GUARDS - SECURITY OFFICER, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
3	9648010003	SECURITY GUARDS - SECURITY OFFICER, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
4	9648010004	SECURITY GUARDS - SUPERVISOR, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
5	9648010007	SECURITY GUARDS - ROVING OFFICER, STRAIGHT TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
6	9648010008	SECURITY GUARDS - ROVING OFFICER, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
7	9648010009	SECURITY GUARDS - ROVING OFFICER, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR

8	9648010005	SECURITY GUARDS - SUPERVISOR, OVERTIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR
9	9648010006	SECURITY GUARDS - SUPERVISOR, HOLIDAY TIME FOR THE DEPARTMENT OF ASSETS, INFORMATION AND SERVICES	HOUR

STRAIGHT TIME

The bidder's Straight Time Rate must be a fully loaded hourly rate for the types of security personnel described in the Specification. The Straight Time Rate must incorporate all costs and expenses; e.g. travel expenses, transportation costs, communication equipment, computerized tour guide systems, vehicles, uniforms, security paraphernalia, relief-security (for personal breaks taken by a security guard on duty); licensing, testing, training, certification, benefits (e.g. sick-leave, vacation pay, funeral pay, health and welfare benefits, pension, etc.), insurance, and all other incidental expenses incurred by the Contractor, including its profits and overhead costs; realized, anticipated, or unanticipated.

HOLIDAY PAY

1. The City will only pay holiday pay in the event that the Department requires a Guard or Supervisor to work on the holidays designated below:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Christmas Day
 - Either Christmas Eve or New Year's Eve or a half day on both (as designated by the Contractor)
2. The City will not pay for holiday time in the event a Contractor requires an employee to work beyond their shift or more than forty (40) hours in a week, unless such work is a direct result of a specific Department requirement for such work. The City will not pay overtime under any other circumstances, including but not limited to if caused by poor scheduling on the part of the Contractor, employee absences or lack of manpower and without written authorization from the Department. The City will not pay for any "pyramiding of overtime" in the event that overtime hours are needed on a recognized holiday.
3. The Contractor must pay their employees for premium time worked and must in such cases compensate them at an appropriate premium time rate, whenever so required by law or the BOMA Agreement.
4. Holiday time authorized with the guidelines and exceptions described above shall be calculated and paid only for hours actually worked from midnight (0000 hrs.) on that holiday until midnight (0000 hrs.) on the following day. Should a shift/work overlap the holiday, only those hours worked ON that holiday shall qualify for premium time.

OVERTIME PAY

1. The City will only pay overtime in the following events:
 - a. The Department requires an employee on a previous shift to stay over for emergency operational reasons, and or
 - b. The Department requests that the Contractor provide additional personnel less than twenty-four (24) hours prior to the time such additional personnel are required, and/or
2. Requests by the Department for additional services for nine (9) or fewer additional Guards communicated to the Contractor twenty-four (24) hours or (more) in advance will not be paid as overtime.
3. The City will not pay for overtime in the event a Contractor requires an employee to work beyond their shift or more than forty (40) hours in a week unless such work is a result of the events detailed above. The City will not pay for overtime under any other circumstances including but not limited to if caused by poor scheduling on the part of the Contractor, employee absences or lack of manpower and without written authorization from the Department. The City will not pay for any "pyramiding of overtime" in the event that overtime hours are needed on a recognized holiday.
4. The Contractor must pay their employees for overtime worked and must in such cases compensate them at an appropriate rate, whenever so required by law or the BOMA Agreement.
5. Overtime is not authorized and there is no overtime rate for Managers or Dispatchers.

DELIVERABLES

INVOICES TO THE CITY FROM THE CONTRACTOR

Invoice to the Department of Assets, Information and Services

Contractor must submit an original invoice on a monthly basis, for work completed the prior month, to the Department of Assets, Information and Services, Bureau of Finance and Administration, at 30 N. LaSalle, Suite 300, Chicago, Illinois 60602. The invoice format and content will be determined by the Bureau of Finance and Administration and must include both electronic and paper hard copy.

CERTIFIED PAYROLLS

The City may require the Contractor to submit certified payroll documentation to verify compliance with Base Wage Ordinance.

TIME SHEETS

Contractor must be responsible for monthly submissions of accurate weekly time sheets signed by the employee and the authorized representative identified by 2FM or User Department.

REPORTING REQUIREMENTS

Contractor must, at minimum, submit daily, weekly, and monthly reports to the Department of Assets, Information and Services, Bureau of Facility Operations, and Security Division. (If other User Departments request reports, then the Contractor must provide these reports at no extra charge to the city). The city also reserves the right to request additional ad-hoc reports from the Contractor that are applicable to the services being performed or the personnel assigned to perform services under this contract.

All reports must include a clear and accurate description of any incidents, disciplinary actions, security officer changes, changes to Post Orders, and all other pertinent information for each site under Contract.

All reporting formats (how the form is set-up on a sheet of paper or electronically) must be approved by the Department of Assets, Information and Services. Any changes to the reporting format, or any changes to the reporting fields, or any changes to the number of hard copies of reports requested by the City of Chicago must be made by the Contractor at no extra charge to the City.

Weekly reports must be submitted in duplicate, or e-mailed as an attachment to the designated recipient, by no later than noon Tuesday of the following week.

Monthly reports must be submitted in triplicate or e-mailed as an attachment to the designated recipient by the fifth business day of the subsequent month and must cover the period from the first to the last day of the month.

Incident reports must be submitted in duplicate or mailed as an attachment to the designated recipient within twenty-four (24) hours of each incident occurrence.

POST ORDERS MANUAL

The Contractor must provide and update a Post Orders Manual in order to provide a coherent, comprehensive, and standardized set of security-related information to be kept in a secure area at every City site served. The Post Orders Manual must be a bound compilation of:

- The name, address and description of the site;
- the names of officers, supervisors, and shift schedules for the site;
- policies and procedures prepared by the Contractor for its personnel assigned to each site;
- policies of the site's User Department, special security operational requirements, and other pertinent City of Chicago User Department documentation, if any;
- samples of all reporting forms and procedures; if applicable;
- a written statement of the entire internal and external patrolling procedures for each site;
- details of all security system components including the locations of mounted computerized patrol-check station devices, and any other security-related controls;
- equipment maintenance schedules;
- life safety policies and procedures.

LABOR RATE FOR SECURITY PERSONNEL FOR UNARMED GUARD SERVICES

Labor Rate for Security Employees

In order to ensure that the Contract is performed by highly qualified personnel in a superior professional manner, the Contractor must not pay security guards, dispatchers, or security guard supervisors (collectively, "security employees") working under this agreement less than the minimum acceptable base hourly wage rates pursuant to the Building Owners and Managers Association of Chicago ("BOMA")/ Chicago – Local 1 –Security Agreement ("**BOMA agreement**") or the City's Mayoral Executive Order 2014-1, whichever is greater. **A copy of the current BOMA agreement is included as Exhibit 2 of this Bid Document.** It indicates that it will be in effect through April 30, 2022. Upon the modification of this BOMA agreement, or its replacement with a new BOMA agreement, the modified and/or new BOMA agreement shall be deemed to supersede the current agreement and shall be the basis on which wages, benefits, and wage increases as outlined below shall be determined for the purposes of this Contract, including any extensions.

For purposes of this Section, the Contractor will base wages and benefits on the security employee's seniority. "Seniority" is determined by the length of service of a regular employee at a site location for new security employees, Contractor may implement a probationary period of not more than 90 calendar days of employment, during which time, employees have no seniority.

There are two minimum required components to the compensation of security employees performing work under this agreement: (1) wages; and (2) benefits. **Contractor must adhere to these requirements, and as such, both components should be reflected in its bid.**

WAGE RATE

A. Base Hourly Wage Rate for Security Guards

1) Security Employees Hired Prior to April 30, 2016

Consistent with Article IV of the BOMA agreement, if a security guard was hired at a site location prior to April 30, 2016, the Contractor must pay that employee a minimum wage of not less than \$15.45 per hour.

2) Security Guards Hired on or After April 30, 2016

For all other security guards (those hired at site locations on or after April 30, 2016), the Contractor acknowledges and agrees that all such employees (including security employees of all subcontractors) shall be paid the greater of the following: (i) the wages as determined by the applicable collective bargaining agreement; (ii) the wages as determined by the Chicago Municipal Code; (iii) the wages as provided in the City's Executive Order 2014-1; and/or (iv) the wages under BOMA agreement, as it may be updated from time to time during the term of this Contract. **As of July 1, 2018, the Executive Order minimum wage is \$13.80 which exceeds or is equal to the BOMA rates for security employees hired on or after April 30, 2016.**

3) A list of the job positions and hiring dates of the present workforce is included as **Exhibit 2** of this Bid Document.

B. Base Hourly Wage Rate for Dispatchers

The Contractor (and its subcontractors) must pay Dispatchers a minimum of \$.45 more an hour than the base hourly wage rate for Security Guards regardless of whether the base contract rate is pursuant to BOMA, the Executive Order, or another higher rate.

C. Base Hourly Wage Rate for Security Guard Supervisors

The Contractor (and its subcontractors) must pay Supervisors a minimum of \$.90 more an hour than the base hourly wage rate for Security Guards regardless of whether the base contract rate is pursuant to BOMA, the Executive Order, or another higher rate.

D. Wage Rate Increases

Every security employee will receive a wage increase of no less than \$.45 per hour on his or her anniversary for the year in which the anniversary occurs.¹

The foregoing are minimum hourly rates of pay and nothing herein shall be deemed to prevent or restrict the Contractor (or its subcontractors) from paying security employees higher hourly rates than those set forth above.

E. Call-In Pay

Any regular full-time security employee who is called in to work on their regular day off shall be given at least four (4) hours of work.

F. Court Appearances

Security employees who are required by Contractor (or pursuant to subpoena) to make court appearances as a result of circumstances arising out of the course of their employment with Contractor shall be paid for the time spent in court and in the event that such appearance occurs on a day when the employee is not scheduled to work, the employee shall receive not less than four (4) hours pay.

Unless such court appearances are at the request and/or direction of the Commissioner and on behalf of the City, the cost of court appearances shall be borne by the Contractor as an overhead expense and may not be billed back to the City as an hour that has been worked under this contract.

G. Overtime

All work performed (including mandatory training hours) in excess of forty (40) hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the security employee's hourly rate. If any security employee is required to work beyond his or her regularly scheduled hours in any day, such employee shall be paid therefore and shall not be required to take compensatory time off.

Overtime pay shall be borne by the Contractor as an overhead expense and may not be billed back to the City as an hour that has been worked under this contract.

H. Training Pay

Contractor (and its subcontractors) is required to pay security employees at their regular rate for all training required by Contractor (including but not limited to that required by the City) or mandated by law or policy of State, County, City or Federal

¹ If no new BOMA agreement is reached by April 30, 2022, this rate will apply until a new rate is determined under the new BOMA agreement.

government. The cost of tuition, licenses, registrations and renewals required for employment shall be paid by Contractor (or its subcontractors).

BENEFITS

The Contractor (and its subcontractors) must provide each security employee with the following benefits:

A. Health and Welfare

Consistent with Article XII, Section 4 of the BOMA agreement, effective July 1, 2018 and until the BOMA agreement is modified or superseded by a new BOMA agreement, Contractor (and its subcontractors) must provide a health and welfare benefits package to the Contractor's (and its subcontractor's) security employees on this Contract that will, at a minimum, include the elements set forth in Article XIII, "Health & Welfare Funds" of the Building Owners and Managers Association of Chicago ("BOMA")/ Chicago – Local 1 –2018 Janitors Agreement ("**Security BOMA agreement**") or pay the cost to the security employees as further described below. **A copy of the Security BOMA agreement is attached to this Bid Document as Exhibit 2.** Therefore, during the following time periods, the Contractor must contribute the following monetary amount towards health and welfare benefits for full-time security employees:

For the period of July 1, 2018 through June 30, 2019 - \$871.87 per worker per month.

For the period of July 1, 2019 through June 30, 2020 - \$897.87 per worker per month.

For the period of July 1, 2020 through June 30, 2021 - \$923.87 per worker per month.²

Contractor may prorate these amounts in accordance with the applicable provisions of the Security BOMA agreement. Furthermore, Contractor and/or its subcontractors shall comply with all other provisions of any applicable collective bargaining agreement.

In the event the Contractor (and/or any of its subcontractors) is not signatory to the BOMA agreement, the Contractor (and any subcontractors) must either (1) pay directly to the security employee the health and welfare benefits that would otherwise be payable under the Security BOMA agreement or (2) pay to the security employee the difference between the cost of health and welfare benefits provided by the Contractor and the amount that would otherwise be payable under the Security BOMA agreement. These payments may be paid directly to the employee or made into medical Flexible Health Spending accounts or medical Health Savings Accounts.

B. Pension

Consistent with Article XIII, Section 4 of the BOMA agreement, effective July 1, 2018 and until the BOMA agreement is modified or superseded by a new BOMA agreement, Contractor (and its subcontractors) must provide a pension/retirement package to the Contractor's (and its subcontractor's) security employees on this Contract that will, at a minimum, include the elements set forth in Article XIV of the Security BOMA

² If no new BOMA health and welfare benefit rate is determined by June 30, 2021, this will apply until a new rate is determined under the new BOMA agreement.

agreement, "Pension Funds," or pay the cost to the security employees as set forth below. During the following time periods, the Contractor must contribute the following monetary amount towards pension/retirement benefits:

From the award date through April 7, 2019 - \$48.00 per worker per week for each security employee regularly scheduled to work 30 or more hours per week and who actually work at least 50% of the employee's scheduled workweek. In the event a security employee does not work at least 50% of the scheduled workweek, the rate is \$1.20 per hour for all hours actually worked up to \$48.00/week.

For the period of April 8, 2019 through April 5, 2020 - \$50.00 per worker per week for each security employee regularly scheduled to work 30 or more hours per week and who actually work at least 50% of the employee's scheduled workweek. In the event a security employee does not work at least 50% of the scheduled workweek, the rate is \$1.25 per hour for all hours actually worked up to \$50.00/week.

For the period of April 6, 2020 through April 4, 2021 - \$52.00 per worker per week for each security employee regularly scheduled to work 30 or more hours per week and who actually work at least 50% of the employee's scheduled workweek. In the event a security employee does not work at least 50% of the scheduled workweek, the rate is \$1.30 per hour for all hours actually worked up to \$52.00/week.

In the event the Contractor (and/or any of its subcontractors) is not signatory to a collective bargaining agreement which provides pension/retirement benefits that are the equivalent or greater of those under the BOMA agreement, the Contractor (and any subcontractors) must either (1) pay directly to the worker the monetary contribution that would otherwise be payable under the BOMA agreement or (2) pay to the worker the difference between the value of the monetary contribution provided by the Contractor in a 401K or similar plan and the amount that would otherwise be payable under the BOMA agreement.

C. Holiday Pay

Consistent with Article VI of the BOMA agreement, under this Contract, Contractor (and its subcontractors) must provide security employees with paid full days off to observe the following Holidays: New Year's Day, Dr. Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the employee's birthday (after one (1) year of service) and Christmas Day. Security employees must also be provided with a full day off on New Year's Eve OR Christmas Day, or that day may be divided in two for a half day off each on Christmas Eve and New Year's Eve, whichever is designated by the employer.

If an eligible security employee's birthday holiday falls on one of the other Holidays provided above, the employee shall be paid for both holidays. If an eligible security employee's birthday falls on February 29, he or she shall be regarded as having a birth date of February 28.

For security employees required to work on Holidays, including the birthday holiday, Contractor (and its subcontractors) must pay the employees for such hours at one and one-half times their regular hourly rate, in addition to the pay they receive for the Holiday itself.

Holiday pay shall be borne by the Contractor as an overhead expense and may not be billed back to the City as an hour that has been worked under this contract.

D. Personal Holidays

In addition to the Holidays provided above in Section C, security employees who have completed at least ninety (90) days of service ("Probationary Period") must be entitled to, at a minimum, three (3) paid personal holidays on days mutually acceptable to the Contractor and employee. Personal holidays may be used for "sick leave".

Personal Holidays shall be borne by the Contractor as an overhead expense.

E. Sick Leave

Contractor agrees to provide sick leave to its Covered Employees, as defined by MCC 1-24-010, which at minimum will be as set out in the Paid Sick Leave Ordinance, MCC 1-24-045. The three (3) mandatory paid personal holidays described above in Section XXX may be counted toward the "sick leave" of security employees.

Sick leave shall be borne by the Contractor as an overhead expense.

F. Vacations

Based on years of service, Contractor (and its subcontractors) must provide regularly employed security employees on this Contract with paid vacation days per year as follows:

One year	one week
Two years	two weeks
Six years	two weeks and one day
Seven years	two weeks and two days
Eight years	two weeks and three days
Nine years	two weeks and four days
Ten years	three weeks
Eighteen years	four weeks
Twenty-five years	five weeks

If a security employee's vacation period includes one of the holidays listed in Section C, Contractor (or its subcontractors) must also allow that employee an additional day's vacation (or ½ day in the case of one-half day holidays).

Security employees required to work on scheduled vacation day(s) shall be paid for hours worked on such day(s) at one and one-half times their regular hourly rate in addition to vacation pay; provided, however, that the foregoing shall not apply if the employer and employee mutually agree to reschedule the previously scheduled vacation day(s).

Paid vacation shall be borne by the Contractor as an overhead expense.

G. Funeral Leave

Consistent with Article IX of the BOMA Agreement, "Funeral Leave," Contractor (and its subcontractors) must pay security employees for necessary absence of up to three scheduled workdays due to a death in the employee's immediate family provided the employee attends the funeral. In the event the employee is unable to attend the funeral, the employee shall be allowed one day at straight time. For purposes of this requirement, "immediate family" will be defined as in Article IX of the BOMA Agreement to include "spouse, civil partner as recognized by the laws of the State of Illinois, parent, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild."

Further, one day's pay at straight time will be given on the account of the death of a security employee's brother-in-law, sister-in-law, daughter-in-law or son-in-law. Contractor may require acceptable verification of death and proof of relationship.

Funeral leave shall be borne by the Contractor as an overhead expense.

H. Jury Service

Consistent with Article XXI of the BOMA Agreement, "Jury Service," Contractor (and its subcontractors) must pay security employees the difference between the pay the employee would normally receive, excluding overtime, and the amount received for jury service for a period of up to four (4) weeks.

Jury service pay shall be borne by the Contractor as an overhead expense and may not be billed back to the City as an hour that has been worked under this contract.

I. Leaves of Absence

Contractor must grant an unpaid leave of absence in writing due to illness or disability, substantiated by medical approval, for security employees meeting the following requirements:

One year to three years' seniority	six months leave
Three years to five years' seniority	nine months leave
After five years' seniority	one-year leave

Security employees who have less than one year's seniority are not entitled to leave.

During all leaves of absence provided for in this section and in Article XVI of the BOMA agreement, "Leaves of Absence", seniority shall continue to accumulate and accrue.

Leaves of Absence shall be borne by the Contractor as an overhead expense.

The provisions of the Family Medical Leave Act, where more favorable to employees, shall supersede the provisions of this section and Article XVI of the BOMA agreement.

J. Other

Contractor and/or its subcontractors shall comply with all other provisions of any applicable collective bargaining agreement, including, but not limited to, the BOMA agreement in the event no other collective bargaining agreement applies.

PRICE ADJUSTMENT

The existing BOMA agreement is in effect through April 30, 2022. Upon a new BOMA agreement being put in effect it shall supersede the current agreement and be the basis upon which wage

increases are determined. A price adjustment may be considered to address increases in overhead costs after the initial twelve (12) month period, and annually for each subsequent twelve (12) month period. The Contractor will be required to provide information evidencing any difference between the Contractor's bid price for particular lines minus the amount paid as wages, health, and welfare benefits. All requests for price adjustments will reference the Consumer Price Index (CPI) -Non-seasonally adjusted - all urban consumers - all items - for the Chicago-Gary- Kenosha, IL- IN - WI region series ID: CUURA207SA0, as it appears in the periodical Consumer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <http://data.bls.gov>.

EXHIBIT 1: DETAILED DESCRIPTION OF TRAINING COURSES TO BE COMPLETED

NOTE: Some courses listed below are available through academically accredited programs whereas most other courses require customized in-house training provided by the Contractor. Other courses require modified training customized to accommodate the City of Chicago site peculiarities.

Course # 1- Professionalism and Public Relations

This course provides training that stresses the importance of a security officer's conduct during the implementation of duties, and his or her relationship with the community. The following segments of training will be provided:

Public Relations includes interaction with the public, professional courtesy, grooming, proactive assistance in helping individuals visiting the site, and site-specific assistance required by the public and visiting personnel.

Duties and Responsibilities includes full training in all site-specific Security requirements, an understanding of the Post Orders Manual (Standard Operating Procedures), job punctuality, and the professional implementation of all physical security functions.

Relationships with Public Law Enforcement and Emergency Services includes training on interaction with the City of Chicago Departments, key City of Chicago contact names, and execution of specific emergency procedures.

Course # 2 - Legal Authority, Duties, and Responsibilities

This course includes an understanding of legal authorities, restraints, and obligations that govern the security officer's day-to-day functions and authorities. The security officers will become more aware and knowledgeable of the legal aspects of their duties and the legal implications of their activities.

Course # 3 - Alarm Systems and Physical Security

This course ensures that all security officers are trained in, and have complete knowledge of, the basic principles of alarm systems and alarm response procedures. The course details the principles of physical access control, card access control, and the administration and handling of such systems. In addition, security officers will be fully trained in closed circuit television monitoring, intercom systems, and security management information, and reporting systems.

Course #4 - Fire Detection, Prevention, and Safety

This course provides training on the basic principles of fire detection, on-site fire prevention programs, and fire prevention as it applies to the various Local Municipal Codes and

Ordinances; training on the proper response when encountering hazardous conditions;

reporting of fire and hazardous related conditions. Security officer responsibility and response, liability, and legal ramifications are included.

Course # 5 - Note Taking and Report Writing

This course provides training in note taking and report writing, how to provide accurate details, and includes all reporting on incident report forms, special occurrence reports, and proper use of a police-style memo book. The Contractor will instruct all operators on the importance of accurate reporting information, as it relates to presentation of the information in a court of law.

Security Officers and Supervisors shall be trained on how to complete the various forms provided by the Contractor and on general and site-specific documentation required as provided by the User Department, where applicable.

Course # 6 - Patrol Procedures

This course provides training in all aspects of patrol procedures, including both standard procedures of the Contractor and site-specific procedures that will be required for each site. The course covers standard patrol procedures, the purpose, and types of patrol functions, including areas of concealment and key locations to be patrolled. The course includes such items as observation of fuel spillage, and common hazardous situations. Security Officers will be trained in techniques to ensure personal safety, and special procedures that would apply to the discovery of explosive devices and other dangerous hazards to the public.

Course # 7 - Court Procedures

This course provides an understanding of the State of Illinois and Cook County judicial system, its methods of operation in the courts, and the correct means of presenting evidence. This includes instruction on establishing and verifying facts and reporting them in a professional manner. In addition, the compilation and sorting of evidence will be included in this training program, together with inventory skills relating to facts and articles of evidence (court exhibits).

Course # 8 - Crime Scene Preservation

This course provides training in the proper methods of preserving and protecting evidence at a crime scene, so as to minimize contamination and avoid destruction of evidence, and to properly assist the City of Chicago Police officers.

Course # 9 - Building Systems

This course includes the fundamental knowledge of a building's HVAC systems, and the relationship of these systems to security systems installed in buildings. In addition, the fundamental operation of life safety systems will be included in this course. The training includes the basic mechanics of these systems, common faults, and the necessary action to be taken in the event of an emergency.

Course # 10 - Investigative Techniques

This course provides training in the various techniques security officer can use to conduct preliminary investigations, and training in proper questioning techniques.

Course # 11 - Evidence Gathering and Presentation

This course provides training in the skills of gathering information and presenting the information in a professional manner. This course includes teaching the supervisors and security officers how to summarize and prepare evidence for analysis and presentation to the City of Chicago Police Department and User Department.

Course # 12 - Occupational and Safety Health Administration (OSHA) Regulations

This course provides a general understanding of OSHA Regulations. Included in this course is a full session on OSHA legislation which covers the identification of hazardous materials and unsafe conditions. Training must be given on the proper procedures to be taken by Security personnel in event of the discovery of such materials or unsafe conditions.

Course # 13 - Basic Supervision

This course must provide training for a minimum of 24-hours in basic supervision. The training includes the enhancement of all skills necessary, and the knowledge required for front-line on-site field supervision. This course provides training in performance management, shift scheduling, correspondence, briefing, training of security officers, corporate policies, and employment motivation.

Course # 14 - Advanced Supervision

This course provides training in advanced supervision techniques geared towards supervision of both security officers and assistant supervisors. This course is an adjunct to Course # 16 and covers performance appraisal, management process and review. The 24-hour equivalent course includes management review process, utilizing role play and case studies.

Course # 15 - First Aid / Cardio-Pulmonary Resuscitation (CPR)

This course provides training in First Aid and CPR conducted by a certified American Red Cross instructor, and includes procedures for administering CPR, and first aid for victims who: are choking, suffering from respiratory emergencies, bleeding, in shock; have sustained burns, fractures, poisoning; are suffering from heat or cold exposure, eye/nose injuries; or any other medical emergencies. The course must be recognized by OSHA as a bona fide certifiable instruction course, and successful completion of the course earns the student with a 1-year certification in adult CPR and a 3-year certification in standard First Aid.

Course # 16 - Gang Identification and Recognition

This course provides training in gang identification and recognition. The training provides insight and training on how to deal with gang presence at each site, and to implement strategies to take control of gang influence at a site. The following topics are to be included:

- A comprehensive knowledge of all known gangs at each site vicinity.
- A full understanding of all gang symbols and markings.
- A full understanding of all gang graffiti, tattoos, and other warning signs.
- A full understanding of the method of operation of all known gangs.
- A full understanding of the group structure of all known gangs.
- A full understanding of the inter-diction techniques of all known gangs.
- Training in all aspects of gang control techniques.

Course # 17 - Crowd Control

This course provides training in crowd control, including as a minimum:

Passive techniques:

- The utilization of portable barriers for traffic flow and temporary signage.

- Pre-planning of security officers on how to interact with the public and other security officers groups in order to gain the cooperation from the crowd.

Resistive Techniques.

This training includes instruction on how to respond in coordination between City of Chicago Police officers and any other private security officers, if applicable, with the intent to cooperatively and effectively restrict access to specific areas. Training includes defensive and command tactics that encourage and permit groups of security officers and the Chicago Police Department to strategize as a unified team, in order to maintain crowd control.

Course # 18 - Design of Post Orders (Standard Operating Procedures)

This course provides training in the proper design of Post Orders. Topics include Post Orders organization, content, periodic review, and updating procedures.

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

BOMA/CHICAGO – SEIU, LOCAL 1 2019-2022 SECURITY AGREEMENT

April 29, 2019 through April 30, 2022

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AGREEMENT

BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

AND

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

SECURITY EMPLOYEES

April 29, 2019 through April 30, 2022

THIS AGREEMENT, entered into by the BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO (hereafter designated as the "Association") on behalf of such of its member buildings as are listed in Schedule "A" attached hereto, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1, SEIU (hereafter designated as the "Union") covers wages, hours and working conditions for security employees who are now or may hereafter be represented by said Union (hereafter designated as "employees") and who are now or may hereafter be employed by such members of the Association as now are or who may hereafter become parties hereto (hereafter designated as "Employers").

ARTICLE I - RECOGNITION

The Employers recognize the Union as the sole and exclusive representative of all non-supervisory full and part-time security employees, including elevator operators, starters and assistant starters employed by them in the buildings which are now or may hereafter be covered by this Agreement, but excluding highly compensated loss prevention, detection and investigative employees and security personnel employed by building tenants or by contractors engaged by tenants. Employers and employees shall not bargain independently of the Union with respect to wages, hours of employment or working conditions as provided in this Agreement; the right to bargain on behalf of all such employees is vested solely in the Union. Bargaining unit work consists of all security-related functions performed within and about the building including, but not limited to operating and monitoring security and safety equipment, monitoring and controlling ingress and egress, operating passenger and freight elevators (except temporary construction elevators situated outside the building and those elevators in the building not previously operated by bargaining unit personnel which are designated by the Employer for a sustained period as dedicated, full-time, construction elevators for use exclusively in connection with major construction projects) to transport and facilitate ingress-and egress of persons, equipment and/or material of any kind to and from the floors or levels of the building, and elevator starter functions.

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ARTICLE II - EMPLOYER RIGHTS, UNION MEMBERSHIP AND CHECKOFF

Section 1. Subject to the provisions of this Agreement, the Employer shall have the exclusive right to direct the employees covered by this Agreement. Among the exclusive rights of management, but not intended as a wholly inclusive list of them are: the right to plan, direct, and control all operations performed in the building, to direct the working force, to transfer, hire, demote, promote, discipline, suspend or discharge, for proper cause, to subcontract work and to relieve employees from duty because of lack of work or for any other legitimate reason. The Union further understands and agrees that the Employer provides an important service to its tenants of a personalized nature to fulfill their security needs, as those needs are perceived by the Employer and the tenants. Accordingly, this Agreement shall be implemented and interpreted by the parties so as to give consideration to the needs and preferences of the tenants.

Section 2. On or after the thirty-first day following the beginning of employment, or the effective date of this Agreement, or the execution date of this Agreement, whichever is later, every employee subject to the terms of this Agreement shall, as a condition of employment, become and remain a member of the Union paying the periodic dues and initiation fees uniformly required, or, in the alternative, shall, as a condition of employment, pay a fee in the amount of periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership, or, if the employee objects to, the payment of that fee, such employee shall as a condition of employment pay that portion of the fee related to representative costs.

Section 3. The Employer agrees to deduct in the first pay period of each month, from the pay of every employee who has executed and caused to be delivered to the Employer a written assignment, the regular monthly dues and the initiation fee of the Union, if due and owing, in accordance with the Constitution and Bylaws of the Union as certified to the Employer by the Union, and any COPE contributions if duly requested by the Employee. Where the employee, who is on check off, has insufficient earnings during the first pay period of the month, the deductions shall be made by the Employer from the next wage payment in accordance with billings furnished by the Union.

The parties acknowledge and agree that the term "written assignment" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures, including electronically recorded phone calls, consistent with state and federal law. The Union, therefore, may use electronic records to verify Union membership, authorization for voluntary deduction of Union dues and fees from wages for remittance to the Union, and authorization for voluntary deductions from wages for remittance to COPE Funds, subject to the requirements of state and federal law. The Employer shall accept confirmations from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "authorization" for purposes of this Agreement.

The Employer agrees that such deductions shall constitute Trust Funds and will be forwarded by the Employer to the Union within ten (10) days after such deduction is made. With each monthly remittance, the Employer shall transmit electronically by building the names, social security numbers, wage rates, dues amount remitted, hours worked per week, primary phone, address, and starting dates of all employees of the Employer covered by this Agreement who performed security services in the building during the preceding month including, where known, their status as temporary or regular employees. The monthly remittance shall also include a list of employees

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who have left the employment of the employer (voluntarily or involuntarily) or who are on a leave of absence for the month the report is covering. The Union will provide to a member building, within ten (10) business days of receiving a written request by a member building, the information described in the preceding sentence. Any employer who, without a bona fide reason, intentionally fails to remit such deductions within thirty (30) days on two (2) occasions within any twelve (12) month period shall, in the event of any such subsequent failure, be required to pay in addition to the delinquent amount, interest at the rate of two percent (2%) per month thereon, and liquidated damages at the rate of five percent (5%) per month thereon, as well as all costs incurred by the Union in recovering such delinquent amounts, including attorney and auditor fees and court costs.

The Union agrees to indemnify and save the Employer harmless from any liability incurred by reason of any process set forth in Section 3 of this Article.

Section 4. The Employer shall discharge an employee for non-payment of Union initiation fees or dues within ten (10) days after the Employer's receipt of written notice from the Union that such employee is not in good standing. Said notice shall state that the employee has previously been given fifteen (15) days' written notice: (a) of the delinquency; (b) the amount and method of computation thereof; (c) that the employee is not in good standing with respect to the payment of Union initiation fees or dues; and (d) that discharge will result at the end of said fifteen (15) day period unless all arrears are paid. The Union will indemnify, defend and hold the Employer harmless against all liability, damages, claims and costs incurred by the Employer, including but not limited to court costs, judgments and attorney fees and expenses, by reason of the Employer's compliance with this Section. The Union reserves the right, at its option and at its own expense, to appear and defend all such claims whenever suit is brought against the Employer. Employee protests of discharge for alleged non-payment of Union initiation fees or dues will not be subject to the grievance procedure or arbitration.

Section 5. When the employee resigns from a contractor (other than retirement), and the contractor has paid a Permanent Employee Registration Card (PERC) fee for the employee, a deduction shall be made from the employee's final paycheck to cover the PERC fee for the portion of the three (3) year period remaining after the employee's resignation if the employee has not already paid for it.

ARTICLE III - DISCHARGE AND DISCIPLINE

Section 1. The right to discipline and discharge for cause shall be vested solely in the Employer but, except for probationary employees, the Union shall have the right to investigate the reasons therefore and to process grievances protesting such action through the grievance procedure.

In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include; but not be limited to: unlawful use or unlawful possession of controlled substances, intoxication, insubordination, theft, excessive absenteeism, gross negligence, violence in the workplace, sexual or other unlawful harassment, possession of firearms unless authorized by the employer, loss of or failure to renew Permanent Employee Registration Card (PERC) (provided that the Employer shall permit the employee thirty (30) days to renew his or her PERC card) or failure to notify Employer of loss of PERC, failure to

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comply with reasonable rules, policies or directives promulgated by the Employer and clearly communicated to the employee, use of unnecessary force or disrespectful treatment of a tenant, visitor or employee and inability or unwillingness to be trained to fulfill existing or modified security needs of the Employer, the building owner or its tenants. The Union further understands and agrees that the Employer provides an important service to its tenants of a personalized nature to fulfill their security needs, as those needs are perceived by the Employer, the building owner and the tenants. Accordingly, the provisions of this Section shall be implemented and interpreted by the parties and by an arbitrator in arbitration proceedings so as to give significant consideration to such needs.

Section 2. Except for discharge for the reasons specifically enumerated in Section 1 of this Article, the Employer shall give to the employee and the Union written notice of the reason therefore, 10 days prior to the effective date of the discharge, or 10 days pay, in addition to all other benefits which the employee has accrued to date of discharge. The day on which the notice is given shall be excluded from the 10 day period. The employee may resign by giving the Employer the same notice. In the event of such a discharge for which no prior notice is required, the Employer shall promptly furnish the Union written notice of the reason for such discharge.

ARTICLE IV - WAGES

Section 1. Effective April 29, 2019, employees hired prior to April 30, 2016 shall receive an increase in pay of not less than forty-five cents (\$.45) per hour or a minimum wage rate of not less than \$15.45 per hour, whichever is greater.

Effective April 27, 2020 employees hired prior to April 30, 2016 shall receive an increase in pay of not less than forty-five cents (\$.45) per hour or a minimum wage rate of not less than \$15.90 per hour, whichever is greater.

Effective April 26, 2021, employees hired prior to April 30, 2016 shall receive an increase in pay of not less than forty-five cents (\$.45) per hour or a minimum wage rate of not less than \$16.35 per hour, whichever is greater.

Section 2. Security employees hired on or after April 30, 2016 shall receive not less than the following minimum wage rates depending upon the length of their continuous employment by the Employer:

	<u>4/29/2019</u>	<u>4/27/2020</u>	<u>4/26/2021</u>
Starting	\$13.50	\$13.75	\$14.00
After 1 year of continuous service	\$13.70	\$13.95	\$14.20
After 2 years of continuous service	\$13.90	\$14.15	\$14.40
After 3 years of continuous service	\$14.10	\$14.35	\$14.60
After 4 years of continuous service	\$14.30	\$14.55	\$14.80

*** See Schedule B attached to Agreement for examples of salary scale implementation.

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If the Employee's rate is already equal to or greater than the minimum wage rates above on his or her anniversary, the Employee will receive an increase in the amount provided for in Section 1 for the year during which the anniversary occurs, provided that in no event shall an Employee's increase be less than the amount provided for in Section 1 for the year in which the anniversary occurs.

Section 3. The foregoing are minimum hourly rates of pay and nothing herein shall be deemed to prevent or restrict the Employer from paying employees higher hourly rates than those set forth in Section 1 and 2 above.

Section 4. Employees shall be paid at their job location not less often than every two weeks.

Section 5. Any regular full-time employee who is required to work on their regular day off shall be given at least four (4) hours of work. Employees who are required by the Employer (or pursuant to subpoena) to make court appearances as a result of circumstances arising out of the course of their employment with the Employer shall be paid for the time spent in court and in the event that such appearance occurs on a day when the employee is not scheduled to work, the employee shall receive not less than four (4) hours pay.

ARTICLE V - WORKWEEK-OVERTIME

Section 1. The work week shall consist of seven (7) consecutive days. This Section shall not be construed as a guarantee of any number of days work per week or hours work per day. An employee will be granted a minimum of one (1) day off in each work week.

Work schedules for part-time security employees shall be established by the Employer in accordance with its operating needs.

Section 2. All work performed in excess of 40 hours in one workweek shall constitute overtime and shall be paid for at the rate of time and one-half the employee's hourly rate. The Employer guarantees the foregoing hours of work to those full time security employees who were employed as such by the Employer as of the effective date of this Agreement who are scheduled to work in a workweek and who are ready, willing and able to work such hours; provided, however, that employers maintaining regular workweeks for full-time security employees of less than 40 hours as of the effective date of this Agreement may continue to maintain such work weeks. The weekly guarantee provided in this section shall not apply in any workweek in which the Employer is required to close a building covered by this agreement for part or all of a scheduled workday due to an act of God or other circumstances beyond the Employer's control, including but not limited to fire, snowstorm, flood, or act of terrorism. If any security employee is required to work beyond his regularly scheduled hours in any day, such employee shall be paid therefore and shall not be required to take compensatory time off.

Section 3. Each full-time employee shall be entitled to 20 minutes of paid non-working time per day which shall be taken in two rest periods; and 10 minutes paid non-working time for every four (4) hours the employee works over their normal schedule; provided, that if the Employer has previously specified relief time in excess of that provided herein, such additional relief time shall continue to be provided to security employees who were employed by

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the Employer as of October 15, 1984 and who were, as of that date, receiving such additional specified relief time. Employers who comply with this provision shall be deemed to have complied with and satisfied the provisions of Illinois law as set forth in 820 ILCS 140/3.

ARTICLE VI - HOLIDAYS

Section 1. The following days, or the days on which they are legally observed, shall be observed as holidays for all regular security employees who have completed their probationary periods:

New Year's Day
Dr. Martin Luther King Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday (for employees with one or more years of service)
Either Christmas or New Year's Eve, or one-half day on both, whichever is designated by the Employer.

In addition, following completion of their probationary periods, regular security employees covered by this Agreement shall receive four (4) personal holidays during each anniversary year of their employment on days mutually acceptable to them and their employers. Personal holidays may be used for "sick time" as long as an employee notifies their employer in accordance with the employer's policies but in no event less than two (2) hours prior to the start of their shift.

If an eligible employee's birthday holiday falls on one of the other holidays observed in this Agreement, the employee shall be paid for both holidays. If an eligible employee's birthday falls on February 29, he or she shall be regarded as having a birth date of February 28th.

Section 2. Each regular employee shall be credited with the normal numbers of hours at straight time in his or her shift on each of such holidays and, in the case of those holidays which fall on what would have been an employee's regular workday, such time shall be credited as time worked in computing overtime.

When a holiday falls on a regular employee's day off, he or she shall be credited with eight (8) hours at straight time (four (4) hours in the case of one-half day holidays) provided that regular employees who regularly work less than forty (40) hours per week, shall be paid for the aforesaid holidays on a pro-rata basis, that is the percentage which such employee's hours each week represent to a 40 (forty) hour week multiplied times eight (8) hours or four (4) hours, whichever is applicable.

Regular employees required to work on holidays, including the birthday holiday, shall be paid extra for such hours worked at one and one-half times their regular hourly rate, in addition to the holiday pay.

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Section 3. In order to qualify for holiday pay, employees must work their last regularly scheduled shifts before the holiday and their next regularly scheduled shifts following the holiday; provided, that employees who are absent on one or both of such days due to approved vacation shall be entitled to holiday pay, and provided, further, that employees who are absent on one or both of such days due to FMLA leave, medical leave personal leave, personal holidays, funeral leave per Article IX, or jury duty per Article XXI previously approved by the Employer shall be entitled to receive holiday pay only upon their return to active employment within ninety (90) calendar days following the beginning of their absence. Employees on approved vacation, personal days approved two weeks in advance, or funeral leave, which ends or begins the day before or after a holiday, are entitled to compensation pursuant to this provision.

Section 4. In the event that there is one date provided for under Illinois law with respect to a holiday called for in this Agreement and another date provided for by Federal law, the date established by Federal law shall be observed, provided that a building as a unit may choose to observe the Illinois date to accommodate the needs of tenants. The following holidays, which fall on a Saturday or Sunday, constitute an exception to Section 1, above, and shall be observed on the actual day of the holiday, rather than the day they are legally observed:

2020 – Saturday, July 4
2021 – Sunday, July 4
2021 – Saturday, December 25th
2022 - Saturday, January 1st

Section 5. Employees scheduled to work on a holiday who do not report for work and fail to call in prior to their starting time shall not be eligible to receive holiday pay. Any employee who takes an extra day off in connection with the holidays provided for in this Article for unjustified reasons shall be subject to progressive discipline by the Employer.

Section 6. Employees must provide the Employer with the date of their birthday at least two (2) weeks in advance in order to receive holiday pay and/or time off for that date. If employees fail to provide such advance notice, the Employer may require them to celebrate their birthday holidays on alternative dates or receive pay in lieu of their birthday holidays.

Section 7. The provisions of this Agreement are in lieu of the rights and benefits provided by the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance. The parties expressly agree that all rights, requirements and benefits under the Cook County Earned Sick Leave Ordinance and the City of Chicago Paid Sick Leave Ordinance are hereby waived.

ARTICLE VII - VACATIONS

Section 1. Regular employees who have been in the service of any building continuously for:

One year, shall be given an annual vacation of one week with pay;
Two years; shall be given an annual vacation of two weeks with pay;
Six years, shall be given an annual vacation of two weeks and one day with pay;

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Seven years, shall be given an annual vacation of two weeks and two days with pay;
Eight years, shall be given an annual vacation of two weeks and three days with pay,
Nine years, shall be given an annual vacation of two weeks and four days with pay;
Ten years, shall be given an annual vacation of three weeks with pay;
Eighteen years, shall be given an annual vacation of four weeks with pay;
Twenty-five years, shall be given an annual vacation of five weeks with pay.

Section 2. An additional day's vacation (or 1/2 day in the case of one-half day holidays) shall be allowed an employee whose vacation period included one of the holidays listed in this Agreement:

Section 3. Service shall be deemed continuous notwithstanding leaves of absence for sickness, maternity or other reasons agreed to by the Employer.

Section 4. A week's vacation shall be computed upon the employee's regularly scheduled weekly hours of work for the fifty-two (52) weeks preceding his or her vacation. If an employee has worked less than fifty-two (52) weeks, such vacation shall be based upon the scheduled hours during the total number of weeks the employee has worked.

Section 5. Vacation accrual shall be given to a regular employee so long as such employee is carried on the payroll of the Employer (even though no compensation is paid). No vacation accrual is to be credited to the temporary, extra or substitute employee. Vacation accrual for such temporary, extra or substitute employee begins only at such time as the regular employee is dropped from the payroll. An employee who is absent for 180 days or more shall not be eligible for paid vacation until he or she has returned to active employment for at least ninety (90) days, unless the employee is permanently disabled.

Section 6. Vacation rights of employees shall not be affected by a change of ownership or management of the building so long as they remain in the employ of the new owners or managers. Any employee employed by a contractor whose employment is terminated by reason of a change of contractors during the employee's first year of employment in a building and who is retained in the same building by the new contractor shall, upon completion of his or her full first year of employment in the building, be entitled to a full vacation with pay from the new contractor, less any vacation pay which may have been received by the employee from the displaced contractor.

Section 7. Vacations shall be scheduled at times that are mutually acceptable to the Employer and the employee.

Section 8. Vacation checks for only the earned and approved vacation time requested by an employee with thirty (30) days of advance notice or more shall be paid to the employee no later than the last scheduled day of work before the beginning of the employee's scheduled vacation.

Section 9. Each regular employee shall be credited with the normal number of hours at straight time in his or her shift on each of such vacation days and in the case of those vacation days which fall on what would have been the employee's regular workday, such time shall be credited as time worked in computing overtime.

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Employees required to work on scheduled vacation day(s) shall be paid for hours worked on such day(s) at one and one-half times their regular hourly rate in addition to vacation pay; provided, however, that the foregoing shall not apply if the Employer and employee agree to reschedule the previously scheduled vacation day(s).

ARTICLE VIII - TERMINATION-VACATION ACCRUAL-FINAL PAYCHECK

Section 1. Any employee who has been in the service of an Employer for more than one year and whose employment is terminated for any reason, shall be compensated on a pro rata basis, taking into account the employee's accrued vacation, if any, and the period worked since the first or anniversary date of employment compared with the vacation to which the employee would be entitled if the employee worked the entire year.

Section 2. Any employee shall receive his or her final paycheck in full at the time of separation, if possible, but in any case at the next regular payday.

ARTICLE IX - FUNERAL LEAVE

Each employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family, up to and including a maximum of three scheduled workdays at straight time, provided the employee attends the funeral.

The term "immediate family" shall mean: spouse, civil partner as recognized by the laws of the State of Illinois, parent, child, brother, sister, father-in-law, mother-in-law, grandparent or grandchild. In the event the employee is unable to attend the funeral, the employee shall be allowed one day at straight time. One day's pay at straight time shall be given on account of death of an employee's brother-in-law, sister-in-law, daughter-in-law or son-in-law. At the request of the Employer, the Employee shall furnish a death certificate or other acceptable verification of death and proof of relationship acceptable to the Employer.

ARTICLE X - WORKING CONDITIONS

Section 1. Security employees shall be provided with a clean, sanitary locker area and lockers, with washing facilities, soap and towels to the extent that such facilities exist. Each building shall provide and maintain an adequate first aid kit in the office of the building or at some other central location.

Section 2. The employer shall not require medical approval because of short term illness or disability up to and including three (3) working days unless the employee has had two (2) or more short term illness or disability absences in the preceding six (6) months without medical approval from the employee's physician.

Section 3. Employees shall be paid at the straight time rate for all training required by the Employer or mandated by law or policy of State, County, municipality or Federal government. The cost of tuition, licenses, registrations and renewals required for employment duties by Employer or governmental body shall be paid by the Employer. If an employee loses or cannot obtain or renew a PERC card, the employee shall be required to immediately notify the Employer. When the employee resigns from an Employer (other than retirement), and the

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Employer has paid a Permanent Employee Registration Card (PERC) fee for the employee, a deduction shall be made from the employee's final paycheck to cover the PERC fee for the portion of the three (3) year period remaining after the employee's resignation if the employee has not already paid for it. Any work (including mandatory training hours) if over 40 hours in a week shall be paid at time-and-one-half. Employees shall be given at least seven (7) calendar days notice of the time and place of any scheduled trainings, except in unforeseen situations. Whenever practical, training hours shall be set up for immediately prior to or after shifts.

Section 4. For the purpose of preventing loss or negligent damage, the Employer may deduct an amount up to one-hundred fifty dollars (\$150.00) from the wages of new employees and withhold same as a security deposit on uniforms, apparel and equipment issued by the Employer for the exclusive use of the employee, provided that the deduction is done over three (3) pay periods and a new employee is informed of such deduction at the time of hire. Such deposit (or appropriate portion thereof) shall be returned to the employee upon termination of employment provided that such uniforms, apparel and equipment are returned in reasonable condition (reasonable wear and tear excepted). If such uniforms, apparel and equipment are not returned in reasonable condition, the Employer may keep the \$150.00 deposit and deduct two hundred and twenty-five dollars (\$225.00) from the employee's final paycheck (for a maximum total of three hundred and seventy-five dollars (\$375.00)).

Section 5. The Employer shall have the right, at its discretion, to require employment applicants to undergo tests to determine the presence, in their systems, of unlawful narcotics, controlled substances and drugs, alcohol or other intoxicants or hallucinogens, as a condition of employment by the employer and to refuse to employ any person who refuses to undergo such tests and/or whose test results are positive. In the case of a change of Employers, the new Employer shall have the right, at its discretion, to require existing employees within the building to undergo such tests as a condition of employment and to refuse employment to any individual who refuses to undergo such tests and/or whose test results are positive.

The Employer shall also have the right to require any employee to undergo random drug and/or alcohol testing in the field or at a qualified laboratory whenever the Employer, in its sole discretion, believes either that the employee may have ingested unlawful narcotics, controlled substances or drugs or that the employee's job performance has been or is likely to be affected by consumption of alcohol, and to discharge, for cause, any employee who refuses to undergo such tests or whose test results reveal the presence of (i) any quantity of any unlawful substance, or (ii) a quantity of alcohol which could impair the employee's work performance or adversely affect his or her reflexes. Positive field tests for unlawful narcotics, controlled substances and drugs other than alcohol must be verified by follow-up tests conducted by a qualified laboratory before the employee may be disciplined. Positive field tests for alcohol, including breathalyzers, shall be deemed sufficient for employees to be disciplined or discharged. If subjected to urine testing the employee shall be allowed to void the urine in private without any person observing said act.

At the employee's request, urine specimens identified as positive shall be retested using the Gas Chromatography/Mass Spectrometry (GCMS) test. Such initial cutoff levels when screening specimens shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs. It is agreed that, if such second test is negative, the Employer shall reimburse the employee for the cost of said test.

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The Employer and the Union agree that in those situations where the Employer or its chosen contractor seeks to employ criminal background checks to screen existing employees in the building, it may do so only if the background checks are requested by the building owner or manager and the Union is notified before the background checks are implemented. In addition, if any employee is terminated as a result of such background checks, his or her termination will be subject to the grievance procedure.

Section 6. Employees shall be allowed a one (1) day Wellness Visit off with pay each year for the purpose of undergoing a complete medical examination at the Clinic operated by Union Health Service. The employee shall be paid, on a straight time basis, for this Wellness Visit only if the employee actually uses the day for the specified purpose and presents proof thereof to the Employer that a majority of the items listed below have been completed. The complete medical examination shall include, at a minimum:

1. A consultation with a physician;
2. A comprehensive examination;
3. Complete blood counts;
4. Chemistries;
5. Electrocardiogram;
6. Chest X-ray;
7. Urinalysis.

A ten (10) day advance notice for the Wellness Visit must be submitted by the employee and accepted by the Employer.

ARTICLE XI - VETERANS' RIGHTS

The reemployment rights of employees who are now or may later be in military service and the duties of employers in relation to them, shall be governed by the applicable provisions of Federal and State laws.

ARTICLE XII - HEALTH AND WELFARE FUNDS

Section 1. For the period April 29, 2019 through June 30, 2020, Employers shall contribute \$897.87 (eight hundred ninety-seven dollars and eighty-seven cents) each month on behalf of each regular full-time employee covered by this Agreement who is on its active payroll to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that Employers' contributions shall be prorated for those months in which such regular full-time employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article.XVI, Section 1 and Section 6 of this Article, respectively. For purposes of the foregoing, a "regular full-time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month. In the case of employees other than regular full-time employees, Employers shall contribute \$5.18 (five dollars and eighteen cents) for each pay hour of work performed by such employee.

Section 2. For the period July 1, 2020 through June 30, 2021, Employers shall contribute \$923.87 (nine hundred twenty-three dollars and eighty-seven cents) each month on

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behalf of each regular full time employee covered by this Agreement who is on its active payroll to the SEIU Local 1 & Participating Employers Health Trust; provided, however, that Employers' contributions shall be prorated for those months in which employees begin working, cease their employment and/or remain on medical or personal leaves of absence for periods in excess of those specified in Article XVI, Section 1 and Section 6 of this Article, respectively. For purposes of the foregoing, a "regular full-time employee" shall be defined as one who is normally scheduled to work 120 (one-hundred-twenty) or more hours within a calendar month. In the case of employees other than regular full-time employees, Employers shall contribute \$5.33 (five dollars and thirty-three cents) for each pay hour of work performed by such employee.

Section 3. Effective July 1, 2021 and for the remaining duration of the Agreement, Employers shall contribute to the SEIU Local 1 & Participating Employers Health Trust on behalf of employees covered by this Agreement such amounts as shall be prescribed in the collective bargaining agreement to be negotiated between the Building Owners and Managers Association (BOMA) and the Union covering regular full-time janitorial employees and janitorial employees other than regular full-time janitorial employees to go into effect April 2021.

Section 4. Paid vacations, holidays and funeral leave shall be treated as time worked. In the event an employee works during his or her holiday or vacation, one payment to the Welfare Fund is all that will be required.

Section 5. The Employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing the SEIU Local 1 & Participating Employers Health Trust and all amendments thereto, and also hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority.

Section 6. Welfare Fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Article XVI, Section 1 or beyond that period for special reasons agreed to by the Employer and the Union. Welfare Fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reasons agreed to by the Employer and the Union. Beyond that time, the Welfare Fund payment shall be made for and on behalf of the temporary, extra or substitute employee, but in no event shall contributions be made for both the eligible employee and the temporary, extra or substitute employee; provided, however, that any temporary employee who has been employed by the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

Section 7. The Employer shall make remittances to the Welfare Fund on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

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Section 8. With each report to the Welfare Fund, the Employer shall give the names, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 9. Payments to the Welfare Fund shall be made on the pre-listed remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the Fund. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XVIII.

ARTICLE XIII - PENSION FUNDS

Section 1. The pension fund is known as the SEIU Local 1 & Participating Employers Pension Trust. Employees hired on or after the effective date of this Agreement shall have their contributions made to the SEIU Local 1 & Participating Employers Health Trust. (For information related to the National Industry Pension Fund, see attached Side Letter.)

Section 2. For the period April 29, 2019 through April 30, 2022, Employers shall contribute to the SEIU Local 1 & Participating Employers Pension Trust at the rate of \$50.00 per week for each employee for whom contributions have in the past been made to such Trust, and who is regularly scheduled to work thirty (30) or more hours per week and who actually works at least 50% of the employee's scheduled workweek. In the event such employee does not work at least 50% of the employee's scheduled workweek, the Employer shall make contributions at the rate of \$1.25 (one dollar and twenty-five cents) per hour for all hours actually worked. For employees not meeting the aforesaid conditions, contributions shall be made at the rate of \$1.25 (one dollar and twenty-five cents) per hour worked for employees who actually worked less than thirty (30) hours per week. Paid holidays, paid vacations and funeral absence (up to three working days) are deemed time worked for pension contribution purposes. The Union and the Employer shall endeavor to have the Trustees of the SEIU Local 1 & Participating Employers Pension Trust arrange to have the employee's last employer notified when an employee makes application for a pension. In the event an employee works during his or her holiday or vacation, one payment to the SEIU Local 1 & Participating Employers Pension Trust is all that will be required.

Section 3. The employer adopts the provisions of and agrees to comply with and be bound by the Trust Agreement establishing said SEIU Local 1 & Participating Employers Pension Trust and all amendments thereto, and hereby irrevocably designates as its representatives the Trustees named as Employer Trustees in said Agreement, together with their successors selected in the manner therein provided, and further ratifies and approves all matters heretofore done in connection with the creation and administration of said Trust and all actions to be taken by such Trustees within the scope of their authority, including the authority of the Trustees to restrict the benefit provisions with respect to a new employer group as provided by the Trust Agreements.

Section 4. The Employer shall make remittances to the SEIU Local 1 & Participating Employers Pension Trust on or before the fifteenth (15th) calendar day of the month following the month in which the work was performed.

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Section 5. With each report to the appropriate SEIU Local 1 & Participating Employers Pension Trust, the employer shall give the name, Social Security numbers and starting dates of new, regular employees and termination dates of regular employees.

Section 6. Payments to the SEIU Local 1 & Participating Employers Pension Trust shall be made on the pre-listed remittance forms sent by the Fund Office, or reproduced records which give all of the required information in a form acceptable to the SEIU Local 1 & Participating Employers Pension Trust. Failure to submit the required information in a form acceptable to the Fund will be subject to the arbitration provisions of Article XVIII.

Section 7. Pension fund payments shall be continued on eligible employees when said employees are on a medical leave of absence up to the periods provided for in Article XVI, Section 1, or beyond that period for special reasons agreed to by the Employer and the Union. Pension fund payments shall be continued on eligible employees when said employees are on a personal leave of absence up to a period of ninety (90) days, or beyond that period for special reason agreed to by the Employer and the Union. Beyond that time, the SEIU Local 1 & Participating Employers Pension Trust payment shall be made for and on behalf of the temporary, extra or substitute employee, but in no event shall contributions be made for both the eligible employee and the temporary, extra or substitute; provided, however, that any temporary employee who has been employed by the Employer for more than twelve (12) consecutive months shall have contributions made on his/her behalf.

ARTICLE XIV - HEALTH AND WELFARE - PENSION DELINQUENCIES

Section 1. The Employers recognize the necessity of making prompt Health and Welfare and Pension contributions to preserve the benefit standing of employees and ensure adequate funding of benefits. If an Employer remains delinquent in making payments to either the Welfare Fund or the Pension Trust for a period of 10 days after written notice of delinquency is given to the building and the Association, or refuses to produce payroll records in accordance with the payroll audit provisions of the Trustees' collection policy, the Union may strike the building to enforce such payments or production of records without regard to the no-strike clause in Article XVII or the grievance and arbitration procedure provided in Article XVIII. The delinquent Employer shall also be responsible for reimbursement to employees of wages lost because of any strike action taken by the Union under this Article.

Section 2. If the Trustees do not receive full amount of the Employer's required Welfare Fund or Pension Trust contribution and the accompanying remittance form by the dates set forth in Article XII, Section 7 and Article XIII, Section 4 with respect to which contributions are due, the Employer will be required to pay, in addition to the amount of such contribution, interest and liquidated damages at the rates specified in the Trust Agreements on the unpaid amount, as well as accountants' and attorneys' fees and court costs, if any, incurred in effecting collection. The Employer acknowledges receipt of the Trust Agreements and represents to the Union and the Funds that it has read the interest and liquidated damages provisions and that the liquidated damages provision is a reasonable approximation of damages to the Funds which are difficult to ascertain. Employer further acknowledges that any right of the Trustees to waive interest or liquidated damages pursuant to the collection policy described in Section 3, below, shall not modify the Employer's agreement that the maximum liquidated damages specified in

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the Trust are reasonable approximation of actual damages under all circumstances where the Employer is delinquent.

Section 3. Employer acknowledges that the Trustees of the Funds have the Fiduciary obligation under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") to ensure prompt collection of Employer contributions and the resolution of delinquencies through the use of payroll audits and other enforcement procedures. Accordingly, the Employer hereby irrevocably designates as its representatives the Trustees named Employer Trustees of the Funds and their successors in connection with the adoption, amendment and administration of a collection policy setting forth payroll audit and collection procedures in accordance with the terms and conditions of ERISA prohibited transaction class exemption 76-1. Employer hereby consents to and agrees to be bound by the provisions of such collection policy, as amended, as though fully set forth in this Agreement.

ARTICLE XV - SENIORITY

Section 1. The term "seniority" shall mean the length of service of a regular employee in a building; provided that new employees shall be considered probationary employees for the first 90 calendar days of employment. During their probationary period, employees shall have no seniority and may be laid off or terminated at the sole discretion of the Employer and such action shall not be subject to the grievance procedure of this Agreement. An employee's seniority rights shall not be affected by a change of ownership or management of the building so long as said employee remains in the employ of the new owners or managers who shall have the right to establish and apply reasonable employment criteria and decline to employ any individual who fails to meet such criteria. The Employer shall post a seniority list in each building in a place accessible to all employees. Said list shall contain the names of all employees who have seniority as provided for herein and their respective seniority date and shall be updated quarterly including a date prior to vacation scheduling. A copy of the seniority list shall be made available to the Union upon request.

Nothing contained in this Agreement shall be deemed to restrict the Employer's right to temporarily or permanently assign employees to or among other buildings covered by collective bargaining agreements with the Union to which the same Employer is signatory; provided, that temporary assignments shall have no effect upon the employee's seniority, and employees shall, during the period of such temporary assignments, continue to retain and accrue seniority and benefit eligibility as if they had not been temporarily assigned; provided further, that permanently reassigned employees shall, upon reassignment, be credited with all accumulated seniority and benefit eligibility from their previously assigned building at their new building location and shall in addition continue to retain and accrue seniority and benefit eligibility at their new building location as if they had started work at said location. Seniority shall not be broken except by discharge for cause, resignation, or layoff for more than one year.

Section 2. In effectuating promotions, layoffs and/or recalls and shift assignments, the Employer shall give consideration to employee's seniority, knowledge, training, ability, skill and efficiency to satisfactorily perform the work available. Employees who have completed their probationary periods and who are interested in filling different positions must identify to the Employer, in writing, those positions for which they wish to be considered in the event a vacancy occurs. For any vacancy not filled pursuant to the foregoing procedure, the Employer shall give

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consideration to qualified replacement employees who are then working in the Employer's building before hiring new employees to fill the vacancy.

Section 3. The Employer shall give not less than one (1) week's notice of recall in writing to the employee's last known address. A failure to report for work prior to expiration of such notice period, shall result in the loss of all seniority rights under this Agreement. No notice of recall need to be given in cases where the Employer and the Union agree to waive notice because it is apparent to them the particular employee will not return.

Section 4. Selection and preference as to the time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority.

ARTICLE XVI - LEAVES OF ABSENCE

Section 1. The Employer shall grant a leave of absence in writing because of illness or disability, substantiated by medical approval, upon the following schedule: under one year seniority, no leave; one year to three years' seniority, six months' leave; three years to five years' seniority, nine months' leave; after five years' seniority, one year leave. Upon return from such leaves, the employee shall return to the assignment previously being performed by the employee or in the event such assignment no longer exists, a substantially comparable position, consistent with the returning employee's seniority in relation to that of the employees working in the building at the time of return from leave.

Section 2. The Employer shall not unreasonably withhold the granting of a personal leave of absence submitted in writing for reasons other than illness or disability of up to fourteen (14) days after two (2) years and up to ninety (90) days after five (5) years of seniority. The Employer shall not be required to grant a personal leave of absence until after twenty-one (21) months have expired since an employee's previous personal leave of absence. Failure to return to work without justifiable cause following a personal leave of absence will be grounds for termination.

Section 3. An employee selected to represent the Union at conventions, conferences, collective bargaining, grievance and arbitration proceedings or for other Union business shall be granted unpaid leaves of absence for the period required to fully carry out said business, but in no case shall the leave last longer in duration than one (1) year. The Union shall give written request for such leaves at least seven (7) days in advance including the expected dates and duration of such leaves. Any leave of two (2) months to one (1) year under this section shall necessitate that the employee work six (6) consecutive months back on the job before being granted a new leave.

Section 4. During all such leaves of absence provided for in this Article, seniority shall continue to accumulate and accrue. By agreement between the Employer and the Union, employment of an employee on such leave of absence may be terminated.

Section 5. The provisions of the Family Medical Leave Act, where more favorable, shall supersede the provisions of this Article.

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ARTICLE XVII - STRIKES, LOCKOUTS, PICKETING

Section 1. During the term of this Agreement, there shall be no strikes, lockouts, picketing, work stoppages, slowdowns, or sympathy strikes, nor shall there be any attempted interference with or disruption of the business of the Employer and/or its relationships with or the business of its tenants or their contractors, including boycotts, public appeals or demonstrations of any kind, handbilling or leafleting, at or near the employer's premises or elsewhere.

Section 2. No action or suit of any kind or description shall lie by the Association or any member thereof against the Union, or any officers, representative or agent thereof, because of any action in violation of Section 1 of this Article so long as:

- (a) The Union has not authorized or instigated the action; and,
- (b) The Union promptly denounces such and makes an earnest effort to terminate same.

Section 3. It is understood between the parties that security employees, because of their special responsibilities and duties, shall at no time participate in strikes, slowdowns or withdrawal of services, nor shall they observe picket lines in any form; provided only that, in the event of a strike by others, they shall not be required to assume non-security type duties normally performed by striking employees.

Further, security employees shall not be subject to penalty or punishment by the Union for performances of assigned duties at any time. These duties are recognized as including the apprehension, identification and reporting of and giving evidence against any persons who perform or conduct themselves in violation of work rules or applicable laws while on the Employer's premises. Violation of the provisions of this Article will subject security employees to disciplinary action up to and including discharge. Such disciplinary action shall be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE XVIII - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The procedure for handling a grievance pertaining to any difference or dispute which may arise under this Agreement shall be as follows:

STEP I

The aggrieved employee, accompanied representative(s) designated by the Union, shall consult with the employee's foreman or immediate supervisor. If a group of employees are involved in the grievance, the steward, if applicable, and Union Grievance Representative shall represent the employees. In any event, since it is in the best interest of all concerned that a grievance be promptly and expeditiously resolved, an aggrieved employee and/or the steward of the employee or employees involved, shall present such grievance within ten (10) calendar days following the event which gives rise to its occurrence, or after such employee and/or the steward of the employee or employees involved first acquired knowledge concerning such event.

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STEP II

If the matter is not settled in the first step and the Union wishes to further pursue it, the grievance shall be reduced to writing and presented to the building manager and, where applicable, the contractor within thirty (30) calendar days following the event which gave rise to its occurrence or after the employee or employees involved first acquired knowledge concerning such event. The foreman or immediate supervisor, together with the aggrieved employee, the steward if applicable, and Union Grievance Representative shall discuss the grievance with the building manager and the contractor. The building manager or contractor shall give his or her written answer within fifteen (15) calendar days after receipt of the written grievance.

STEP III

If the matter is not settled in the second step and the Union wishes to further pursue it, the Union shall, within fifteen (15) calendar days following its receipt of the building manager's or contractor's written answer, present the Association with a written request that the grievance be referred to a hearing before a Labor-Management Committee comprised of two members of the Association's Labor Relations Committee and two representatives of the Union, which shall meet once each month at an established time and place. All written grievances shall specify the provision within the article(s) and section(s) of the agreement allegedly violated. The Union shall provide details of the facts that supported each alleged violation. The Labor-Management Committee shall meet with the grievant (if requested by the Union), the building manager and, where applicable, the contractor. After hearing the positions of the parties, the Labor-Management Committee shall endeavor to determine whether or not the Employer or, where applicable, the contractor has violated the Agreement as alleged in a timely grievance and, if the Committee determines that it has, what the remedy shall be. The Labor-Management Committee, in discipline or discharge cases, shall consider the employee's prior disciplinary record, including providing appropriate weight based on severity and dates of past occurrences, in evaluating whether there is just cause for the discipline or discharge at issue. The Labor-Management Committee, may, by unanimous agreement, refuse to consider any documents which have not been presented to the Association for distribution to the members of the Committee prior to the scheduled date of the hearing.

All decisions by the Labor-Management Committee shall require a unanimous agreement by all members of the Committee and such decisions shall be reduced to writing and shall be final and binding upon the Employer or, where applicable, the contractor, the employee(s) involved and the Union. In the event there is not a unanimous agreement, the matter shall be considered unresolved for purposes of Section 2 of this Article.

Section 2. If the matter is not resolved in the third step and the Union wishes to further pursue it, the Union shall, within ten (10) calendar days after the grievance was heard by the Labor-Management Committee at the third step, serve a written demand for arbitration upon the Employer or, where applicable, the contractor. The Union's representative will contact the Employer, or where applicable, the contractor, within such ten (10) day period and propose an arbitrator. The Union's failure to do so shall result in the grievance being waived. The parties shall select an arbitrator within forty-five (45) calendar days of the demand for arbitration. The grievance shall thereafter be submitted to an arbitrator who shall be selected by mutual

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agreement of the Employer or, where applicable, the contractor and the Union from the following panel (which may be added to hereafter upon agreement of the parties):

EDWIN BENN
LISA SALKOVITZ KOHN
DANIEL NIELSEN
JOHN FLETCHER
ROBERT McALLISTER
ROBERT PERKOVICH
STEVEN BIERIG
MARTIN MALIN
JEANNE VONHOF

If the parties are unable to agree upon any one of the foregoing arbitrators, the parties shall alternatively, strike one name from said list, and the last remaining name shall be the arbitrator selected to hear and decide the grievance. The compensation of the said arbitrator shall be paid one-half by the Employer or, where applicable, the contractor and one-half by the Union.

Section 3. The Union shall be required to notify BOMA of all cases that it takes to arbitration within ten (10) days of making a demand for arbitration and shall further be required to provide BOMA with copies of all arbitration decisions rendered pursuant to this Agreement within ten (10) days of receiving the decision.

Section 4. The award or decision of the arbitrator shall be final and binding upon the Employer and employee(s) involved, and the Union. The arbitrator shall not have the authority to add to, subtract from or alter the provisions of this Agreement.

Section 5. If any Employer who is a party to this Agreement refuses to abide by an arbitration award made under this Article or refuses to abide by a written decision of the Labor-Management Committee which resolves any difference or dispute arising under this Agreement, the Union shall be relieved from the obligation of Article XVII as to such Employer.

Section 6. Grievances which are not presented or appealed within the time limits set forth in Sections 1 and 2 shall be considered withdrawn and abandoned. If there is not a timely answer to a grievance by the building manager or contractor in the second step of the grievance procedure, the Union may demand that the grievance be automatically advanced to the third step.

Section 7. The provisions in this Article pertaining to "contractors" are subject to Article XXIII of this Agreement.

ARTICLE XIX - UNION ACTIVITIES IN BUILDINGS

Duly accredited representatives of the Union may enter the building of the Employer during the working hours to observe working conditions and to confer with the employees under circumstances that are not disruptive to working schedules. When a Union Business Representative enters a building, he or she will abide by all building security rules and contact the supervisor. In the event the supervisor cannot be contacted and twenty (20) minutes have elapsed, the representative of the Union may proceed to confer with an employee or employees.

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Duly accredited representatives of the Union shall have reasonable access to timecards or sign in sheets for the current day applicable to employees covered by this Agreement. The Employer shall permit the posting of Union bulletins in designated areas and shall permit Union stewards reasonable freedom to perform their duties during working hours, so long as it does not interfere with the performance of their security duties.

ARTICLE XX - ELECTION TO ADOPT OR WITHDRAW FROM CONTRACT

Section 1. Regular members of the Association, other than those listed in Schedule "A" who, at the effective date or during the term hereof, elect to adopt this Agreement, shall notify the Association to that effect. It is understood that any Employer may be a party to this Agreement with respect to the building or buildings designated by said Employer without obligation on the part of said Employer as to any other building owned, managed or controlled by it. Notice of election to adopt this Agreement shall be made by members of the Association in writing and the Association in turn shall notify the Union. Such notice shall state the name and location of the building to which the election applies and the name of the Employer. In like manner, the Association shall notify the Union when any building ceases to be represented in the regular membership of the Association.

Withdrawal from membership in the Association does not release the building from its obligations under this Agreement. If any building, which is paying its employees wages higher than those provided in this Agreement, desires to adopt same, it shall not reduce such higher wages during the life of this Agreement.

Section 2. The Employer shall promptly notify the union of any change in the management agent of the building and the effective date of any such change.

ARTICLE XXI - JURY SERVICE

The Employer shall compensate the employee for the difference between the pay which such employee would normally receive, excluding overtime, and the amount received for jury service up to a period of four (4) weeks. It shall be the employee's responsibility to present evidence to the Employer of his or her notice of jury duty and the length of time he or she served on such jury prior to being compensated.

ARTICLE XXII - MISCELLANEOUS PROVISIONS

Section 1. If any employer shall list job vacancies with an employment agency, said employer shall pay all the cost and charges of such agency.

Section 2. If any law now existing or hereafter enacted, or any proclamation, regulation or edict of any national or state official or agency shall invalidate any portion of this Agreement, the entire Agreement shall not thereby be invalidated and either party hereto, upon request, may reopen for negotiation the invalidated portion. In the event agreement thereon cannot be reached within 30 days, either party may submit the matter to arbitration as herein provided.

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Section 3. This Agreement shall be construed as divisible as to each building and failure of any building to abide by the terms hereof shall not operate to terminate this Agreement as to any other building. No breach of this Agreement by an Employer shall operate to subject the Association or any other Employer to any legal liability.

Section 4. Neither the Employer nor the Union will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment in violation of any applicable law. Employees and management representatives will be treated with respect and dignity by all parties to this Agreement.

Section 5. Nothing contained in this Agreement shall be construed to prevent or restrict supervisors, managerial personnel, or key employees having significant technical, administrative or human relations skills and responsibilities, from performing bargaining unit work in the event of any emergency, during training periods, or because of significant tenant and/or public relations requirements.

Section 6. Employers shall not require employees to reimburse them for property loss or damage without legitimate reason and without first notifying the Union.

ARTICLE XXIII - SUBCONTRACTING

The Employer may subcontract all or any part of the work being performed by employees in the bargaining unit covered by this Agreement provided that security positions subject to such subcontract are first offered by the subcontractor to the employees currently employed by the Employer, and provided, further, that the subcontractor shall have the right to establish and apply reasonable employment criteria and decline to employ any individual who fails to meet such criteria. In the event the Employer replaces the subcontractor with a different subcontractor, security positions subject to such subcontract shall first be offered by the subcontractor to those employees presently working in security positions in the building, provided that the replacement contractor shall have the right to establish and apply reasonable employment criteria and to decline to employ any individual who either fails to meet such reasonable employment criteria or who is unacceptable to the Employer. In the event there are to be fewer security positions than there are current employees who are acceptable to both the subcontractor and the Employer and willing to accept such offers, seniority shall govern.

Should the Employer elect to terminate subcontracting, in filling security position vacancies created thereby the Employer shall be obliged to give consideration only to those employees presently working in security positions in the building who were employed by the Employer when the subcontracting began, provided that the Employer shall have the right to establish and apply reasonable employment criteria and to decline to employ any individual who fails to meet such employment criteria.

In the event that the Employer subcontracts to a security contractor that does not have a collective bargaining agreement with the Union, the Employer shall require that said contractor provide wages and benefits to its employees of at least an equivalent cost to those borne by Employers pursuant to this Agreement. Disputes between the Union and the Employer regarding compliance with this provision shall be subject to the grievance-arbitration provisions set forth in Article XVIII of this Agreement. If it is determined by the Committee in the third step or in

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subsequent arbitration proceedings between the Union and the Employer that the grievance is well-founded, the Employer shall terminate its contract with subcontractor within sixty (60) days after written notice by the Union to the Employer unless, in the interim, it is shown that the subcontractor has begun providing wages and benefits to its employees of at least an equivalent cost to those borne by Employers pursuant to this Agreement and has compensated its employees for the difference dating from the date the contractor began providing security services to the Employer.

In the event that the Employer subcontracts to a security contractor which is a party to a collective bargaining agreement with the Union, the terms and conditions of this Agreement shall be the only terms and conditions applicable to said contractor and its employees working in the Employer's building notwithstanding the particular terms and conditions contained in any collective bargaining agreement between the Union and such security contractor. Grievances alleging that such contractor is not faithfully observing the terms of this Agreement shall be processed in accordance with the grievance and arbitration procedures set forth in Article XVIII. If it is determined by the Committee in the third step or in subsequent arbitration proceedings between the Union and the contractor that the grievance is well founded and the contractor thereafter refuses to implement the remedy imposed, the contract between the contractor and the Employer shall be terminated within sixty (60) calendar days after written notice by the Union to the Employer.

ARTICLE XXIV - "MOST FAVORED EMPLOYER" CLAUSE

If, during the term of this Agreement, the Union enters into any agreement with another employer or group of employers employing security employees working in non-residential buildings in the Chicago central area which provides for wage rates or any other terms or conditions of employment (including, but not limited to, economic provisions, hours of work, and limitations of any kind on the rights of the employer) more favorable to the employer (excluding building tenants) of such employees than those set forth in this Agreement, the Association shall have the right, immediately or at any time thereafter, to elect to adopt any or all of such more favorable wage rates and terms or conditions of employment on behalf of all Employers signatory to this Agreement by giving written notice to the Union of such election. The Union agrees to file with the Association a copy of each collective bargaining agreement it enters into with an employer or group of employers employing security employees working in commercial office buildings in the Chicago central area within thirty (30) days following the execution of said agreements. For purposes of this provision, the "Chicago central area" is defined as the area bounded by Roosevelt Road, Lake Michigan, North Avenue and Ashland Avenue.


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ARTICLE XXV- DURATION

This Agreement becomes effective April 29, 2019 and shall remain in full force and effect through April 30, 2022.

Executed at Chicago, Illinois this 8th day of May, 2019.

BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

By: 

Michael Cornicelli, Executive Vice President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

By: 

Thomas Balanoff, President

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SCHEDULE A

Section 1. The foregoing Agreement in its entirety shall apply to the following member buildings' security employees:

Building Name	Building Address
100 North Riverside Plaza	100 N Riverside Plz
100 South Wacker	100 S. Wacker Dr.
101 North Wacker	101 N. Wacker Dr.
10 South LaSalle Street Building	10 S. LaSalle St.
10 South Riverside Plaza	10 S Riverside Plz
10 South Wacker/CME Center	10 S Wacker Dr
1104 South Wabash Avenue	1104 S. Wabash Ave.
111 East Wacker Drive	111 E Wacker Dr
111 North Canal	111 N Canal St
111 South Wacker	111 S. Wacker Dr.
111 West Jackson Boulevard	111 W Jackson Blvd
11 East Adams	11 E. Adams St.
120 North LaSalle Street	120 N. LaSalle St.
120 South LaSalle Building	120 S. LaSalle St.
120 South Riverside Plaza	120 S Riverside Plz
121 West Wacker/221 North LaSalle	121 W Wacker Dr
122 South Michigan Avenue	122 S Michigan Ave
125 South Wacker Drive	125 S. Wacker Dr.
136 South LaSalle	135 S La Salle St
142 East Ontario Building	142 E. Ontario St.
150 North Michigan Avenue	150 N. Michigan Ave.
150 North Riverside	150 N. Riverside Plaza
150 North Wacker Drive	150 N. Wacker Dr.
150 South Wacker Drive	150 S. Wacker Dr.
151 North Franklin	151 N Franklin St
155 North Wacker Drive	155 N. Wacker Dr.
175 West Jackson Boulevard	175 W. Jackson Blvd.
180 North LaSalle	180 N. LaSalle St.
181 West Madison	181 W Madison St

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190 South LaSalle	190 S La Salle St
191 North Wacker Drive	191 N Wacker Dr
1K Fulton	1000 W. Fulton
200 South Michigan Avenue	200 S. Michigan Ave.
200 South Wacker Drive Building	200 S Wacker Dr
200 West Adams	200 W Adams St
200 West Jackson	200 W. Jackson Blvd.
203 North LaSalle/Loop Transportation Center	203 N La Salle St
208 South LaSalle	208 S La Salle St
211 West Wacker Drive Office Condominiums	211 W. Wacker Dr.
222 North LaSalle Street	222 N La Salle St
224 South Michigan Avenue	224 S Michigan Ave
225 West Wacker Drive	225 W Wacker Dr
225 West Washington Building	225 W Washington St
227 West Monroe/The Franklin Center	227 W Monroe St
22 West Washington	22 W. Washington
231 South LaSalle	231 S. LaSalle St.
233 North Michigan Avenue	233 N Michigan Ave
250 South Wacker Drive Building	250 S. Wacker Dr.
25 East Washington Street	25 E. Washington St.
300 North LaSalle Street	300 N. LaSalle St.
300 South Wacker	300 S Wacker Dr
303 East Wacker	303 E. Wacker Dr.
303 West Madison	303 W. Madison St.
30 North LaSalle	30 N. LaSalle St.
321 North Clark Street	321 N. Clark St.
332 South Michigan Avenue	332 S Michigan Ave
333 North Michigan Avenue Building	333 N. Michigan Ave.
333 South Wabash	333 S Wabash Ave
333 West Wacker	333 W. Wacker Dr.
33 North Dearborn	33 N. Dearborn St.
33 North LaSalle Street Building	33 N La Salle St
33 West Monroe	33 W Monroe St
350 East Cermak	350 E. Cermak
350 North Orleans	350 N Orleans St

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

353 North Clark Building	353 N. Clark St.
35 West Wacker Drive	35 W Wacker Dr
401 North Michigan Avenue	401 N Michigan Ave
425 South Financial Place	425 S Financial Pl
444 North Michigan	444 N. Michigan Ave.
500 North Michigan Avenue	500 N. Michigan Ave.
500 West Madison	500 W Madison St
500 West Monroe	500 W. Monroe St.
515 North State Street	515 N. State St.
525 West Monroe	525 W. Monroe St.
540 West Madison	540 W Madison St
550 West Adams	550 W Adams St
550 West Jackson Boulevard	550 W Jackson Blvd
550 West Washington	550 W. Washington
55 East Jackson	55 E. Jackson Blvd.
55 East Monroe Building	55 E. Monroe St.
55 West Monroe	55 W. Monroe St.
55 West Wacker	55 W. Wacker Dr.
600 West Chicago Avenue	600 W Chicago Ave
600 West Fulton	600 W. Fulton St.
623 South Wabash Avenue	623 S. Wabash Ave.
625 North Michigan	625 N. Michigan Ave.
633 St. Clair	633 N Saint Clair St
645 North Michigan	645 N. Michigan Ave.
680 North Lake Shore Drive	680 N. Lake Shore Dr.
70 West Madison	70 W Madison St
71 South Wacker	71 S Wacker Dr
737 North Michigan	737 N. Michigan Ave.
77 West Wacker Drive	77 W Wacker Dr
875 North Michigan Avenue	875 N Michigan Ave
AMA Plaza	330 N. Wabash Ave.
Aon Center	200 E Randolph St
Burnham Center	111 W. Washington St.
Chase Tower	10 S. Dearborn St.
Citadel Center	131 S Dearborn St

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

Civic Opera Building	20 N. Wacker Dr.
Columbia College	600 S. Michigan Ave.
Fifth Third Center	222 S Riverside Plz
Gleacher Center	450 N. Cityfront Plaza Dr.
Harold Washington Library Center	400 S. State St.
Inland Steel Building	30 W. Monroe St.
Metra Center	547 W Jackson Blvd
MetraMarket	117 N Clinton St
NBC Tower	455 N Cityfront Plaza Dr
O'Hare Plaza I	8725, 8735, 8745 W. Higgins Rd.
O'Hare Plaza II	8755 W. Higgins Rd.
Old Republic Building	307 N. Michigan Ave.
One East Wacker Drive	1 E Wacker Dr
One Magnificent Mile	980 N. Michigan Ave.
One North Dearborn	1 N Dearborn St
One North Franklin	1 N Franklin St
One North LaSalle	1 N La Salle St
One North Wacker	1 N Wacker Dr
One Prudential Plaza	130 E. Randolph Dr.
One South Dearborn	1 S. Dearborn
One South Wacker	1 S Wacker Dr
Pepsico Chicago Plaza	555 W. Monroe
Realtor Building	430 N. Michigan Ave.
Richard J. Daley Center	50 W Washington St Rm 1203
River Point	444 W Lake St
Robert Morris Center	401 S. State St.
Sullivan Center	36 S Wabash Ave
Technology Business Center	3440 S Dearborn St
The Chicago Board of Trade Building	141 W Jackson Blvd
The Garland Building Office Condominium	111 N. Wabash Ave.
The Harris Bank Building	115 S. LaSalle St.
The Jewelers Building	35 E Wacker Dr
theMART	222 Merchandise Mart Plz
The Monroe Building	104 S. Michigan Ave.
The National	125 S Clark St

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

The Rookery Building	209 S. LaSalle St.
Two North LaSalle	2 N. LaSalle St.
Two North Riverside Plaza	400 W Madison St
Wills Tower	233 S Wacker Dr
Wrigley Building	400-410 N. Michigan Ave.

The parties hereto acknowledge that this Schedule A forms a part of the Agreement between the Association, and the Union executed at Chicago, Illinois this 8th day of May, 2019.

BUILDING, OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

By: 
Michael Cornicelli, Executive Vice President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

By: 
Thomas Balanoff, President

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

SCHEDULE B
Examples of Wage Progression

Example 1 (In 3rd year of progression and currently paid above scale): A Security Officer's date of hire was December 4, 2016 and she currently is paid \$13.45 per hour. On April 29, 2019, the officer's pay increases to \$13.90 per hour. On December 4, 2019 (having completed three years of service), the officer's pay increases to \$14.10 per hour. On April 27, 2020 the officer's pay increases to \$14.35 per hour. On December 4, 2020 (having completed four years of service), the officer's pay increases to \$14.55 per hour. On April 26, 2021, the officer's pay increases to \$14.80 per hour. On December 4, 2021, the officer's pay increases by \$0.45 to \$15.25 per hour.

Example 2 (In 2nd year of progression and currently paid above scale): A Security Officer's date of hire was August 14, 2017 and she currently is paid \$13.55 per hour. On April 29, 2019 (having completed one year of service), the officer's pay increases by \$0.45 per hour to \$14.00 per hour. On April 27, 2020, the officer's pay increases by \$0.45 per hour to \$14.45 per hour. On April 26, 2021, the officer's pay increases by \$0.45 per hour to \$14.90 per hour.

Example 3 (In 1st year of progression currently paid at scale): A Security Officer's date of hire was November 12, 2018 and he is currently paid \$13.00 per hour. On April 29, 2019, the officer's pay increases to \$13.50 per hour (the new starting rate). On November 12, 2019 (anniversary date), the officer's pay increases to \$13.70 per hour. On April 27, 2020 (having completed one year of service), the officer's pay increases to \$13.95 per hour. On November 12, 2020, the officer's pay increases to \$14.15 per hour. On April 26, 2021 (having completed two years of service), the officer's pay increases to \$14.40 per hour. On November 12, 2021, the officer's pay increases to \$14.60 per hour.

Example 4 (Future hire): A Security Officer is hired on June 1, 2019 at the contractual starting rate of \$13.50 per hour. On April 27, 2020, the officer's pay increases to \$13.75 per hour (the new starting rate). On June 1, 2020 the officer's pay increases to \$13.95 per hour (having completed one year of service). On April 26, 2021 (having completed one year of service), the officer's pay increases to \$14.20 per hour (the new minimum for officers with one year of service). On June 1, 2021 the officer's pay increases to \$14.40 per hour.

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

**LETTER OF AGREEMENT BETWEEN
BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 SECURITY
EMPLOYEES**

This Letter of Agreement is made and entered into this 8th day of May, 2019, by and between BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO (“BOMA/Chicago”) and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 (“Local 1”).

BOMA/Chicago and Local 1 are parties to a collective bargaining agreement effective April 29, 2019 through April 30, 2022, covering security employees employed by certain member buildings of BOMA/Chicago (the “Security Agreement”). By this Letter of Agreement, BOMA/Chicago and Local 1 acknowledge their understandings and agreements, reached during the course of negotiations, regarding certain of the employees covered by said Agreement, as follows:

Those employees hired by an Employer prior to January 1, 1998 who, immediately prior to that date, were represented by Local 1, SEIU and covered by the Elevator Agreement between BOMA/Chicago and Local 25, SEIU dated April 11, 1994 (the “Elevator Agreement”) shall be subject to the following:

If, immediately prior to the effective date of the April 20, 1998 - April 22, 2001 collective bargaining agreement between BOMA/Chicago and Local 1’s predecessor, Local 73, General Service Employees Union, said employees were receiving shift premiums pursuant to Article IV, Section 3 of the Elevator Agreement, and if, immediately prior to the effective date of the Security Agreement they were still receiving such premiums, they shall continue to receive such premiums so long as they continue to work schedules which would have entitled them to receive such premiums under the Elevator Agreement.

If, at the time the Security Agreement was entered into, said employees were receiving contributions on their behalf into the SEIU National Industry Pension Fund, the Employer of said employee shall continue to make eligible contributions to that Pension Fund during his or her employment, in lieu of the SEIU Local 1 & Participating Employers Pension Trust, at the rates and effective dates as reflected in Article XIII, Section 3.

BUILDING, OWNERS AND MANAGERS ASSOCIATION OF CHICAGO

By: 

Michael Cornicelli, Executive Vice President

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

By: 

Thomas Balanoff, President

BOMA/CHICAGO – 2019-2022 AGREEMENT - LOCAL 1 SECURITY

LETTER OF AGREEMENT BETWEEN BUILDING OWNERS AND MANAGERS ASSOCIATION OF CHICAGO AND SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1 SECURITY EMPLOYEES

BOMA/Chicago and Local 1 are parties to a collective bargaining agreement effective April 29, 2019 through April 30, 2022, covering security employees employed by certain member buildings of BOMA/Chicago (the "Security Agreement"). By this Letter of Agreement, BOMA/Chicago and Local 1 acknowledge their understandings and agreements, reached during the course of negotiations, regarding certain of the employees covered by said Agreement, as follows:

This Letter of Agreement is made and entered into this 8th day of May, 2019, by and between the Building Owners and Managers Association of Chicago ("BOMA Chicago") and the Service Employees International Union Local 1 ("Local 1"). The parties agree to the following:

1. The parties recognize that on occasion, Local 1 members are granted a Leave of Absence pursuant to the Article XVI, Section 3 of the parties' collective bargaining agreement.
2. When Local 1 members are on a Leave of Absence pursuant to Article XVI, Section 3, neither the Employer nor its contractors are responsible for payment of wages to such members.
3. The parties understand that health and welfare and pension contributions on behalf of an employee shall continue during a Leave of Absence, pursuant to Article XVI, Section 3 of the parties' collective bargaining agreement; but in no event shall an Employer incur such costs on behalf of both the employee on leave and the replacement employee concurrently.


BUILDING MANAGERS AND OWNER ASSOCIATION OF CHICAGO

By: 

Michael Cornicelli, Executive Vice President

Dated: May 8, 2019

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1

By: 
Thomas Balanoff, President

Dated: May 8, 2019



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

**TERMS AND CONDITIONS FOR EMERGENCY
PROCUREMENTS
WORK SERVICES**

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ARTICLE 1. STANDARD TERMS AND CONDITIONS

1.1. General Provisions

1.1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.2. Interpretation of Contract

1.1.2.1. Order of Precedence

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

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

1.1.2.2. Interpretation and Rules

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

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character

which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

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

1.1.2.3. Severability

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

1.1.2.4. Entire Contract

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

1.1.3. Subcontracting and Assignment

1.1.3.1. No Assignment of Contract

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

1.1.3.2. Subcontracts

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

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

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

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 Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

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

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

1.1.3.4. City's Right to Assign

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

1.1.3.5. Assigns

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

1.1.4. Contract Governance

1.1.4.1. Governing Law and Jurisdiction

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

1.1.4.2. Consent to Service of Process

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

1.1.4.3. Cooperation by Parties and between Contractors

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

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

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may

arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

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

1.1.4.4. No Third Party Beneficiaries

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

1.1.4.5. Independent Contractor

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

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

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

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

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

1.1.4.6. Authority

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

1.1.4.7. Joint and Several Liability

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

1.1.4.8. Notices

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

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

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

1.1.4.9. Amendments

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

1.1.4.10. No Waiver of Legal Rights

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

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

1.1.4.11. Non-appropriation of Funds

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

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

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

1.1.4.12. Participation By Other Government Agencies

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

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

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other

Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

1.1.5. Confidentiality

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

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

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

1.1.6. Indemnity

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

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

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to

participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

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

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

1.1.7. Non-Liability of Public Officials

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

1.1.8. Contract Extension Option

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

1.2. Compensation Provisions

1.2.1. Ordering, Invoices, and Payment

1.2.1.1. Purchase Orders

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

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

1.2.1.2. Invoices

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in

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

1.2.1.3. Payment

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

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf.

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

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

1.2.1.4. Electronic Ordering and Invoices

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

1.2.1.5. City Right to Offset

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

1.2.1.6. Records

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a

safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

1.2.1.7. Audits

1.2.1.7.1. City's Right to Conduct Audits

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

1.2.1.7.2. Recovery for Over-Billing

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

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

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

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

1.2.2. Subcontractor Payment Reports

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

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

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

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

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

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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of

Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

1.2.3. Prompt Payment to Subcontractors

1.2.3.1. Incorporation of Prompt Payment Language in Subcontracts

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

1.2.3.2. Payment to Subcontractors Within Seven Days

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

1.2.3.2.1. Reporting Failures to Promptly Pay

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

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

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

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

1.2.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 0. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 1.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer

may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

1.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

1.2.3.4. Action by the City

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

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

1.2.3.5. Direct Payment to Subcontractors By City

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

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

1.3. Compliance With All Laws

1.3.1. General

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

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

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all

Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

1.3.2. Certification of Compliance with Laws

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

1.3.3. Federal Affirmative Action

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

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

1.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

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

1.3.4.1. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time ("Acts and Regulations"), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 –

12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

1.3.4.2. Non-discrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

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

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

1.3.4.4. Information and Reports

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

1.3.4.5. Sanctions for Noncompliance

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

1.3.4.6. Incorporation of Provisions

The contractor will include the provisions of above paragraphs 1.3.4.1, "Compliance With Regulations" through 1.3.4.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

1.3.5. Other Non-Discrimination Requirements

1.3.5.1. Illinois Human Rights Act

1.3.5.1.1. Generally

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A.

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

1.3.5.1.2. State of Illinois Equal Employment Opportunity Clause

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor

organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

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

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

1.3.6. Wages

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

1.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2019 is **\$14.10 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by g

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

1.3.6.2. Living Wage Ordinance

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

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

As of July 1, 2019 the Base Wage is \$12.88. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2019, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to

constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

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

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

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

1.3.6.3. Chicago Paid Sick Leave Ordinance

The Paid Sick Leave Ordinance, codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

1.3.6.4. Equal Pay

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

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

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

Contractors must complete an online EDS within 14 days of award. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

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

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

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

involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

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

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

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

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

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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

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

1.3.7.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of

Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

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

1.3.7.4. Governmental Ethics Ordinance 2-156

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

1.3.7.5. Lobbyists

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

1.3.8. Restrictions on Business Dealings

1.3.8.1. Prohibited Interests in City Contracts

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 work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. 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 Contract or to any financial benefit to arise from it.

1.3.8.2. Conflicts of Interest

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

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

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

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

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

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

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

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

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

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

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

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

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

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

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

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

1.3.10. Other City Ordinances and Policies

1.3.10.1. False Statements

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

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

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

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

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

1.3.10.3. City Hiring Plan Prohibitions

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

1.3.10.4. Inspector General

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

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

1.3.10.5. Duty to Report Corrupt Activity

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

1.3.10.6. Electronic Mail Communication

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

1.3.10.7. EDS Update Obligation

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default; termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

1.3.10.8. Wheel Tax (City Sticker)

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

1.3.10.9. Policy Prohibiting Sexual Harassment (MCC 2-92-612)

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

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

“Contractor” means the person to whom a contract is awarded.

“Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

“Subcontractor” means any person that enters into a contract with a contractor to perform work on a contract.

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is attached hereto in the Exhibit titled “Sexual Harassment Policy Affidavit”.

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

1.3.10.10. Policy Regarding Non-Disclosure of Salary History (MCC 2-92-385)

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

“Contract” means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or

other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

“Contractor” means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant’s prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and
- (2) Contractor shall not seek an applicant’s wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor’s affidavit is included in Appendix C to Contractor’s Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action’s impact on the Contractor’s MBE or WBE subcontractors.

1.3.10.11. Participation By Other Local Government Agencies

If Contractor consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder to the City’s user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

1.3.11. Compliance with Environmental Laws and Related Matters

1.3.11.1. Definitions

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

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

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

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list

of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

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

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

1.3.11.2. Joint Ventures

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

1.3.11.3. Compliance With Environmental Laws

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

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

1.3.11.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

1.3.11.5. Proof of Noncompliance; Authority; Cure

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

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

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

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

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

1.3.11.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;
- (ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

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

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

1.3.11.7. Requests for Documents and Information

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

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

1.3.11.8. Environmental Claims and Related Matters

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if

requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

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

1.3.11.9. Preference for Recycled Materials

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

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

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

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

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

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

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

1.4. Contract Disputes

1.4.1. Procedure for Bringing Disputes to the Department

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

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

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

D. The certifying person is duly authorized by the claimant to certify the Claim.

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

1.4.2. Procedure for Bringing Disputes before the CPO

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

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

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

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

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

1.5. Events of Default and Termination

1.5.1. Events of Default

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

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and

- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

1.5.2. Cure or Default Notice

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

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

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

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

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

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

1.5.3. Remedies

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

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

1.5.4. Non-Exclusivity of Remedies

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

1.5.5. City Reservation of Rights

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

1.5.6. Early Termination

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

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

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

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

1.6. Department-specific Requirements

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

1.6.1. Department of Aviation Standard Requirements

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

1.6.1.1. Confidentiality of Airport Security Data

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

1.6.1.2. Aviation Security

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

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

1.6.1.3. Airport Security Badges

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

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

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

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

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State-Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

1.6.1.4. General Requirements Regarding Airport Operations

1.6.1.4.1. Priority of Airport Operations

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

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

1.6.1.4.2. Interruption of Airport Operations

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

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

1.6.1.4.3. Safeguarding of Airport Property and Operations

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or

permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

1.6.1.4.4. Work on the Airfield

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

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

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

1.6.1.4.5. Parking Restrictions

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

1.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

1.6.2. Emergency Management and Communications (OEMC) Security Requirements

1.6.2.1. Identification of Workers and Vehicles

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

1.6.2.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks; including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

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

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

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

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

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

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

1.6.2.3. Security Badges and Vehicle Permits

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

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

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

1.6.2.4. Gates and Fences

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

1.6.2.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious

materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

1.6.3. Chicago Police Department Security Requirements

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

1.6.4. Department of Water Management ("DOWM") Security Requirements

1.6.4.1. Identification of Workers and Vehicles

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

1.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

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

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

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

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at

no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

1.6.4.3. Security Badges and Vehicle Permits

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

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

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

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

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

1.6.4.4. Gates and Fences

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and

bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

1.6.4.5. Hazardous or Illegal Materials

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

ARTICLE 2. ADDITIONAL TERMS FOR EMERGENCY PROCUREMENTS

2.1. Consideration Of Quotes

To the extent quotes are solicited by the City, the Chief Procurement Officer (CPO) will represent and act for the City in all matters pertaining to the RFQ and resulting PO. The CPO reserves the right to reject any or all bid proposals and to disregard any informality in the bid proposals and bidding, when in the CPO's opinion the best interest of the City will be served.

2.2. Acceptance Of Bid Proposals

The CPO will accept in writing one of the proposals within sixty calendar days from the date of opening of quotes, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

2.3. Withdrawal Of Bid Proposals

Bidder may withdraw its bid proposal at any time prior to the time and date indicated on the RFQ as the closing time and date for receipt of bid proposals. However, no bidder will withdraw or cancel its bid proposal for a period of sixty calendar days after said closing time for the receipt of bid proposals nor must the successful bidder withdraw, cancel, or modify its bid proposal after having been notified by the CPO that said bid proposal has been accepted by the City.

2.4. Rejection of bid proposals

The CPO reserves the right to reject any/all bid proposals 1) if the bid proposal was received "late" which means after the stated time and date on the RFQ for acceptance of bid proposals; 2) for failure to bid all line items; 3) if unacceptable exceptions were taken to any terms stated herein or on the RFQ, 4) if any alternates were offered which are not considered "equal" to the items specified on the RFQ, 5) if the bidder is deemed non-responsible or non-responsive, 6) if bidder fails to execute, notarize and return the Economic Disclosure Statement and Affidavit (EDS) including any/all appendices, 7) failure to execute/sign its bid proposal, or 8) any other reasons deemed in the best interest of the City.

2.5. Competency Of Bidder

Bid proposals may not be accepted from or PO awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or PO, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous Contract or PO with the City.

The bidder, if requested, must present within a reasonable time, as determined by the CPO, satisfactory evidence of performance ability and possession of necessary facilities, resources and adequate insurance to comply with the terms of this RFQ.

2.6. Basis of award

It is the intention of the CPO to award one or more POs to the lowest, responsive and responsible bidders best equipped to address the City's needs. Bidder must quote all items on the RFQ. Bid proposals submitted to the contrary will be considered incomplete, and as a result, may be rejected.

The bidder's pricing must incorporate any/all peripheral costs including, but not limited to the costs of the goods or services, taxes, insurance, training, warranties, travel, profit and/or overhead, etc., required by the RFQ.

2.7. Trade Names

In cases where an item is identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated on the RFQ by the bidder. The reference to a manufacturer trade name, brand name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. Bids on other trade names and catalogs will be considered, provided each bidder clearly states on the face of its RFQ exactly what he proposes to furnish, or forwards a sample, descriptive literature or other data that describes the items proposed.

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

2.8. Discounts

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

2.9. Delivery

All items delivered to the City must be shipped F.O.B. designated location, Chicago, Illinois. Bid price must include any freight, shipping or handling costs associated with the PO with TITLE TO PASS ON DELIVERY.

2.10. Guarantees & Warrantees

All guarantees and warrantees required must be furnished by the successful bidder and must run directly to the ordering City department. All guarantees and warrantees must be received by the ordering City Department before issuance of a final payment voucher on the PO.

2.11. Maximum Compensation

The maximum compensation allowed under the PO is not to exceed the amount stated in the RFQ Invitation.

2.12. Centralized Invoice Processing

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

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

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

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P.O. Box 66142

Chicago, IL 60666
Attn: Finance Department

OR

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

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

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)
- Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).
- If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

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

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

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Contractor of the new procedure which the Contractor will then be required to follow.

2.13. Transparency Website

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement will be made publicly available through a Website hosted by the City. Contractor agrees not to pursue any cause of action against the City with regard to disclosure of information.

2.14. No Stated Goals for MBE/WBE Participation

It is the policy of the City of Chicago that local businesses certified as Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises (WBE) in accordance with Section 2-92-450 of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of all City contracts.

The Chief Procurement Officer has determined that due to the emergency nature of this procurement and the limited opportunities for effective subcontracting, there will be no stated goals for MBE/WBE participation in

this Contract. This determination is being made pursuant to Executive Order 2020-1 and Section 2-92-450 of the Municipal Code of Chicago.

ARTICLE 3. ADDITIONAL TERMS FOR BLANKET/TERM EMERGENCY PROCUREMENTS

3.1. Quantities

Any quantities shown on the Proposal Page(s) or RFQ are estimates for the contract term and are for bid canvassing purposes only. The City reserves the right to increase or decrease quantities ordered under this contract. Nothing herein will be construed as an intent on the part of the City to purchase any goods or services other than those determined by the City to be necessary to meet their current needs.

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

3.2. Payment

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

3.3. Contract Period

The contract period is defined in the Detailed Specifications. The contract will start on the start date and will end on the expiration date, unless terminated prior to this date according to the terms of the Termination provision, or extended as provided for herein.

The City will establish the start and expiration dates at the time of formal award and release of this contract (award date) unless negotiated prior to the award and release of the contract.

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

3.4. Contract Extension Option

This Contract will be in effect for the dates indicated for the contract period. The Chief Procurement Officer may exercise the City's right to renew this Contract following the expiration of the base contract term for up to one hundred eighty-one (181) calendar days for the purpose of providing continuity of supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the purchase of the equipment provided for in this Contract. The Chief Procurement Officer will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.5. Purchase Order Blanket Releases

Requests for goods or services in the form of City of Chicago blanket releases (a.k.a. purchase order releases or suborders) will be issued by the City Department and sent to the Contractor to be applied against the Contract. Blanket releases will indicate the specification number, purchase order number, blanket release number, product description, quantities ordered for each line item, unit cost, total cost, shipping address, delivery date, fund chargeable information and other pertinent instructions regarding delivery.

ARTICLE 4. ADDITIONAL TERMS FOR WORK SERVICES CONTRACTS

4.1. The Services

4.1.1. Scope of Services

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

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

4.1.2. Estimated Quantities/Level of Service

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

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

4.1.3. Unspecified Services

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

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

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

4.2. Performance of the Services

4.2.1. Standard of Performance

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

4.2.2. Standard Working Hours

Shifts must be coordinated with the Department. The length of a shift will be determined as set forth in the Detailed Specifications or otherwise determined by the Commissioner. No overtime or premium pay is allowed unless otherwise specified in the Detailed Specifications and authorized by the Commissioner.

4.2.3. Character of Workers

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

4.2.4. Quality of Materials and Inspection

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

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

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

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

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

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

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

4.2.5. Intentionally Omitted.

4.2.6. Contractor's Warranties

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

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

At a minimum, the Contractor hereby warrants for a period of at least one year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract Documents. The warranty period will commence on the first day the individual item is placed in service by the City. The City may revoke acceptance if the materials, goods, or components are later discovered not to be in conformance with this Contract.

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

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

4.2.6.1. Correction or Re-Performance of Services

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

4.2.6.2. Timeliness

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

4.2.6.3. Delay

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

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

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

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

4.2.7. Public Convenience

All Services will be conducted in a manner that minimizes dust, noise, and inconvenience to the normal activities of the facility where the Services are performed. The Contractor is responsible for conducting Services in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Commissioner. Whenever the Commissioner determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

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

4.2.8. Intentionally Omitted.

4.2.9. Work Performed on City Property

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

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

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

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

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

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

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

Smoking is prohibited in all City of Chicago facilities.

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

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

4.2.10. Work In Progress

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

4.3. Intentionally omitted.

4.4. Intentionally omitted.

4.5. Intentionally omitted.

4.6. Intentionally omitted.

ARTICLE 5. ADDITIONAL TERMS FOR THE PURCHASE OF GARMENTS

If this contract is for the purchase of garments, Contractor must comply with the provisions of MCC 2-92-605.

(a) For the purpose of this section, the following definitions apply:

"Abusive forms of child labor" means (1) work performed by a person under the age of 18 when the person does not voluntarily see the work or the person is threatened by the person's employer with physical, mental or emotional harm for nonperformance; (2) work performed by a person under the age of 18 in violation of the laws of the applicable jurisdiction governing the minimum age of employment, compulsory education, or occupational health and safety; or (3) the use of a person under the age of 18 for illegal activities, including but not limited to, the production or trafficking of illicit drugs or for prostitution.

"Subcontractor" means any person that enters into a subcontract agreement directly with a Contractor for any work under this Contract.

“Foreign convict or forced labor” means any form of labor used to produce or manufacture goods prohibited from importation into the United States under 19 U.S.C. § 1307, which includes abusive forms of child labor and slave labor.

“Garment” means any clothing, including uniforms, footwear, and related clothing accessories, such as hats and caps, ties, scarves, ribbons and shoestring.

“Slave labor” means any form of slavery, sale and trafficking of persons, debt bondage, indentured servitude, serfdom, or forced compulsory labor.

“Supply chain” means any manufacturer or distributor of garments.

“Sweatshop labor” means any work performed by a person engaged by a contractor or subcontractor, which has habitually violated laws of any applicable jurisdiction governing wages, working hours, overtime, employee benefits, occupational health and safety, nondiscrimination, or freedom of association. “Sweatshop labor” also means any work performed by a person engaged by a contractor or subcontractor that constitutes foreign convict or forced labor, or abusive forms of child labor or slave labor.

- (b) In accordance with MCC 2-92-605, Contractor must:
- (i) disclose to the City, using the Supply Worksheet form provided with this Contract or in such format specified by the CPO, information regarding Contractor’s Supply Chain for the performance of the Contract, and cause each Subcontractor to disclose its own supply chain; and
 - (ii) complete an affidavit verifying that neither Contractor nor any Subcontractors shall engage or otherwise utilize, in the performance of the contract, any supply chain that uses sweatshop labor, which will be attached to and become a part of this Contract. This affidavit must be submitted with the bid.
 - (iii) follow any rules or regulations issued by the Commissioner regarding the administration or enforcement of MCC 2-92-605.
- (c) Contractor’s failure to comply with this section will constitute an event of default. In the event of default for failure to comply with this section, the CPO shall notify Contractor of such noncompliance and may, within the CPO’s discretion: (1) issue Contractor a 30-day opportunity to cure; (2) terminate the contract; or (3) terminate the contract and rebid the remaining contract amount. This section shall not be construed to prohibit the City from also prosecuting any person that makes a false statement of material fact to the City under Chapter 1-21 of the MCC.
- (d) This section shall not apply to the extent it is preempted by applicable federal or state law or to the extent it conflicts with the terms or conditions of a federal or State of Illinois grant agreement.

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following MBE and WBE contract participation percentages of the total contract price (inclusive of any modifications and amendments) for contract participation by MBEs and WBEs:

MBE: 0%

WBE: 0%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

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

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

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

6.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

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

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved,

evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

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

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

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

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

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

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business.

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

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification

as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;

- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MRF or WRF does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its

- affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
 - e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
 - f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
 - g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
 - h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

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

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - o Name, address, telephone number and email of MBE/WBE firms solicited;
 - o Date and time of contact;
 - o Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - o Project identification and location;

- Classification/commodity of work items for which quotations were sought;
- Date, item and location for acceptance of subcontractor bid proposals;
- Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
- Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

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

6.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If

deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

6.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

6.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

- (3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).
- (4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

- (5) **Application for Approval of Mentor Protégé Agreement**
Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

6.7. Reporting Requirements During the Term of the Contract

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

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;

- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default; terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

6.10. Arbitration

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

6.11. Equal Employment Opportunity

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

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at: <http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

- **Schedule B: Affidavit of Joint Venture (MBE/WBE)**
- **Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**
- **Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization**

Attachment A – Assist Agency List

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

*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL. 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518 566 1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vcjlb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>

<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetercenter@yahoo.com Web: www.rtwvetercenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

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

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

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

- _____
- (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): _____

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

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

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

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

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

- D. Acquisition of lines of credit:

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

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



FOR NON-CONSTRUCTION PROJECTS ONLY

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

Project Name: _____ Specification No.: _____

From: _____ (Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
MONTERREY SECURITY	TBD	100%
Total Direct MBE Participation		

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

MICHAEL BOYLE 773-565-0405
(Name- Please Print or Type) (Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

JUAN GAYTAN JR (HISPANIC) IS 100% OWNER OF MONTERREY SECURITY

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

Monterrey Security Consultants, Inc.
(Name of Prime Contractor - Print or Type)

State of: Illinois

Michael H. Boyle
(Signature)

County of: Cook

Michael Boyle - Senior Director, Administration
(Name/Title of Affiant - Print or Type)

4/14/2020
(Date)

On this 14 day of April, 2020, the above signed officer Michael H. Boyle
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

Vivian T. Ogo
(Notary Public Signature)



Commission Expires: January 4, 2023

SEAL:



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL - 6 2018

Juan Gaytan
Monterrey Security Consultants, Inc.
2232 South Blue Island Avenue
Chicago, IL 60608

Dear Juan Gaytan:

We are pleased to inform you that **Monterrey Security Consultants, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **7/1/2023**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **7/1/2019, 7/1/2020, 7/1/2021, and 7/1/2022**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **7/1/2023**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **5/1/2023**.

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

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

- File your annual No-Change Affidavit within the required time period;

A handwritten signature or initials in the bottom right corner of the page.

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

- 541690 - Other Scientific and Technical Consulting Services**
- 561611 - Investigation services (except credit), private**
- 561612 - Security Guards and Patrol Services**
- 611519 - Other Technical and Trade Schools**

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Rich Butler
First Deputy Procurement Officer
RB/lj

CONTRACT INSURANCE REQUIREMENTS
Department of Assets, Information and Services
Emergency Contract - Unarmed Security Guard Services

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, extended bodily injury, assault and battery including physical force to protect persons or property, false or wrongful arrest, detention or imprisonment, medical payments, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading.

The City is to be added as an additional insured on a primary, non-contributory basis. Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any security officers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Blanket Crime

The Contractor must provide Blanket Crime coverage covering all persons providing services under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance or other related crime risks.

7) Contractor is responsible for all loss or damage to personal property owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor 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 and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage

outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

ADDITIONAL PROVISIONS APPLICABLE TO FEDERAL EMERGENCY MANAGEMENT AGENCY FUNDED AGREEMENTS

Contractor acknowledges that the source of some of the fees it will receive for performing the Services may be financial assistance or grant funds the City will obtain from the Federal Emergency Management Agency ("FEMA"). As such, the following acknowledgements and provisions are hereby made part of this Agreement, and the Contractor agrees to comply, and require its subcontractors to comply, with the following provisions as well as all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. General Civil Rights Provision

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract.

B. Title VI Solicitation Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

C. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or

disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

D. Contract Workhours And Safety Standards Act Requirements

This provision applies to professional service agreements that exceed \$100,000 and employ laborers, mechanics, watchmen and guards. This includes but is not limited to members of survey crews and exploratory drilling operations.

(1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph 1 above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

(3) Withholding for Unpaid Wages and Liquidated Damages.

FEMA and/or the City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

(4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 (above and this paragraph) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 above.

E. Clean Air and Water Pollution Control

Because of 24 CFR 85.36(i)(12) and federal law, including 42 U.S.C. 7401-7671q and 33 U.S.C. 1251-1387, the Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), as amended, on all contracts, subcontracts, and subgrants of amounts in excess of \$100,000.

Contractors and subcontractors agree:

a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

d. To include or cause to be included in any construction contract or subcontract which exceeds \$ 100,000 the aforementioned criteria and requirements.

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

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

G. Lobbying and Influencing Federal Employees

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

H. Preference for Recycled Products

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

I. Access to Records and Reports

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Emergency Management Agency and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of

the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period that is the longer of five years or as required by relevant retention schedules after final payment is made and all pending matters are closed.

J. DHS Seals, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

L. Energy Conservation Requirements

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

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

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

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

N. Federal Fair Labor Standards Act (Federal Minimum Wage); Occupational Safety and Health Act of 1970 (OSHA)

This Contract, and any subcontracts, incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee.

The Contractor retains full responsibility to monitor its compliance and its subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

O. Prohibition of Segregated Facilities

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

P. Conflict of Interest

No member of the governing body of the City or other units 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 Work or Services to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States (pursuant to 41 U.S.C. Section 22) or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Project, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed. The Contractor agrees that if the City, by the Commissioner in his or her reasonable judgment, determines that any of Contractor's work for others conflicts with the Work, the Contractor will terminate such other services immediately upon request of the City.

Q. Compliance with Law and Regulations

The Contractor shall comply, and shall require any subcontractors to comply, with all the provisions of FEMA regulations, and all federal, state, and local laws, ordinances and executive orders, including, but not limited to, 44 C.F.R. Part 13; DHS Standard Terms and Conditions Title VI of the Civil Rights Act of

1964, as amended (42 U.S.C. § 2000d et seq.); Fair Housing Act (42 U.S.C. § 3601 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-33 as supplemented by 29 C.F.R. Part 5, and the regulations at 29 C.F.R. Part 1926); National Environmental Policy Act of 1969 (24 C.F.R. Part 58); all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); Clean Air Act (42 U.S.C. § 7401 et seq.); Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4106-07); Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831); Executive Order 12372; 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 (P.L. 94-163); Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §3801 et seq. (in accordance therewith, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to this Agreement); and Debarment and Suspension (49 C.F.R. § 18.35 and Executive Orders 12549 and 12689). Additionally, the Contractor shall comply with the applicable provisions of OMB Circulars A-133, A-102, A-122, A-110, A-87, and 2 C.F.R. Part 200 as amended, succeeded or revised.

**CERTIFICATION REGARDING COMPLIANCE WITH CITY OF CHICAGO ("CITY") AND FEDERAL EMERGENCY
MANAGEMENT AGENCY ("FEMA") EMERGENCY PROCUREMENT TERMS AND CONDITIONS**

MONTERREY SECURITY

On behalf of CONSULTANTS, INC ("Contractor"), acknowledge that I have been provided with a copy of both: the (1) "City of Chicago Terms and Conditions for Emergency Procurements, Blanket Purchase/Term Contracts" and (2) "Additional Provisions Applicable to Federal Emergency Management Agency Funded Agreements." I certify that I have reviewed and understand the aforementioned documents. I further certify that, if awarded a contract by the City (hereinafter referred to as the "Contract"), the Contractor will comply with all provisions of the aforementioned documents in the performance of the Contract, including any modifications, amendments or changes in scope of services made to such Contract.

Under penalty of perjury the person signing below warrants: (1) execution of this certification by Contractor is duly authorized by the Contractor; (2) the signature is being made with complete and full authority to commit the Contractor to all terms and conditions of this certification; and (3) all statements contained in this Certification are true, accurate, and complete as of the date of execution.

Name of Contractor: Monterrey Security Consultants, Inc.

Signature of Authorized Officer: Michael H. Boyle

Title of Signatory: Senior Director, Administration

CITY SIGNATURE PAGE

Contract Number: 129201

Specification Number: 1201919

Contractor (Vendor) Name: Monterrey Security Consultants

Total Amount (Value): \$290,536.24

Fund Chargeable: 020 0100 99 4433 0140 220140

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: John E. MML
Chief Procurement Officer

MAY 01 2020
Date