



Request for Qualification Solicitation #7671 (RFQ)

**RFQ for Professional Task Order Services: A) Facilities Architecture and Engineering; and B) Airport Engineering (Non-Federal)**

**Specification Number: 1197607**

**Required for use by:** DEPT OF AVIATION

**Bid/Proposal Submittal Date and Time:** 04:00 PM Central Time, 06-JAN-2021

**Deadline for Questions:** 04:00 PM Central Time, 19-NOV-2020

**Buyer:** FREELON, LISA

**Email Address:** LisaL.FreelonGilbert@cityofchicago.org

**Phone Number:** 3127429477

**Pre-Solicitation Conference Date and Time:** 10:00 AM Central Time, 12-NOV-2020

**Pre-Solicitation Conference Location:** Conference Call. All Attendees must pre-register to participate.

Interested Attendees must email Lisa Freelon at lfrelon@cityofchicago.org. Email Subject: Pre Bid Conference for RFQ for Professional Task Order Services

**Site Visit Date & Time:** N/A

**Site Visit Location:** N/A

***Please submit your response to:***

<http://www.cityofchicago.org/eProcurement>  
iSupplier vendor portal registration is required.  
Allow 3 business days to complete registration.

**LORI E. LIGHTFOOT**  
MAYOR

**SHANNON E. ANDREWS**  
CHIEF PROCUREMENT OFFICER

Specification Number: 1197607

Type of Funding:

Title: 1197607: RFQ for Professional Task Order Services (Non-Federal)

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**1 Header Information****1.1 General Information**

Title **1197607: RFQ for Professional Task Order Services (Non-Federal)**  
 Description **RFQ for Professional Task Order Services: A) Facilities Architecture and Engineering; and B) Airport Engineering (Non-Federal)**  
 Preview Date **05-NOV-2020 09:00:00** Open Date **05-NOV-2020 09:01:00**  
 Close Date **04:00 PM Central Time, 06-JAN-2021** Award Date **Not Specified**  
 Time Zone **Central Time** Buyer **FREELON, LISA**  
 Quote Style **Sealed** Email **LisaL.FreelonGilbert@cityofchicago.org**  
 Event **Request for Qualification** Outcome **Blanket Purchase Agreement**

**1.2 Terms**

Effective Start Date **Not Specified** Effective End Date **Not Specified**  
 Ship-To Address **085- O'HARE** Bill-To Address **085- O'HARE**  
**11601 W. TOUHY**  
**Chicago, IL 60666**  
**United States**  
 Payment Terms **IMMEDIATE** Carrier  
 FOB Freight Terms  
 Total Agreement **Not Specified** Minimum Release **Not Specified**  
 Amount (USD) Amount (USD)

**1.3 Attachments**

| Name                                 | Data Type | Description   |
|--------------------------------------|-----------|---|
| ATTACHMENT 01: RFQ FOR SPEC #1197607 | File      | RFQ for Professional Task Order Services: A) Architecture and Engineering Services and B) Airport Engineering (Non-Federal) |

**1.4 Response Rules**

- ☐ Solicitation is restricted to invited suppliers
- ☐ Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- ☐ Suppliers are allowed to respond to selected lines
- ☒ Suppliers are allowed to provide multiple responses
- ☐ Buyer may close the solicitation before the Close Date
- ☐ Buyer may manually extend the solicitation while it is open

**2 Price Schedule****2.1 Line Information**

Display Rank As **No indicator displayed**  
 Ranking **Price Only**  
 Cost Factors **None**

| Line   | Item, Rev<br>/ Job | Target<br>Quantity | Unit | Unit Price | Amount |
|--|--------------------|--------------------|------|------------|--------|
| 1 New Request for Qualifications (RFQ) for Professional Task Order Services : Group A) Facilities Architecture and Engineering (Non-Federal) up to Six (6) Contracts; and for Professional Task Order Services : Group B) Airport Engineering (Non |                    | 0.01               | USD  |            |        |

**2.2 Line Details**

**2.2.1 Line 1 New Request for Qualifications (RFQ) for Professional Task Order Services : Group A) Facilities Architecture and Engineering (Non-Federal) up to Six (6) Contracts; and for Professional Task Order Services : Group B) Airport Engineering (Non**

Category **91842..** Start Price (USD) **Not Specified**  
 Shopping Category **Not Specified** Target Price (USD) **Not Specified**  
 Minimum Release **Not Specified**  
 Amount (USD)  
 Estimated Total **Not Specified**  
 Amount (USD)

**Note** Respondents must enter in (0.01) in the Price field in order to correctly submit your response.

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR**

**PROFESSIONAL TASK ORDER SERVICES: A) FACILITIES ARCHITECTURE AND ENGINEERING; AND B) AIRPORT ENGINEERING (NON-FEDERAL)**

**Specification No. 1197607**

Required for use by:

**CITY OF CHICAGO  
(Chicago Department of Aviation)**



**CITY OF CHICAGO  
(Department of Procurement Services)**

Please submit your Proposals to:

<http://www.cityofchicago.org/eProcurement>

iSupplier vendor portal registration is required.  
Allow three (3) business days to complete registration.

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

Shannon E. Andrews, Chief Procurement Officer  
Attention: Lisa Freelon, Senior Procurement Specialist  
City Hall, Department of Procurement Services, Bid & Bond Room 103  
121 N. LaSalle Street  
Chicago, Illinois 60602

Pre-Submittal Conference Call will be held on **NOVEMBER 12, 2020**, Central Time.  
Pre-Registration must be arranged in advance of the scheduled Pre-Submittal Conference Call.

**ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M., CENTRAL TIME,  
ON JANUARY 6, 2021.**

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**LORI E. LIGHTFOOT  
MAYOR**

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**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

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## SUBMITTAL CHECKLIST

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

### Volume I - Required Content

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

### Volume II - Required Content

- ☐ Conflict of Interests
- ☐ Respondent's Corporate History
- ☐ Legal Actions Form and other Required Information
- ☐ Financial Statements
- ☐ Economic Disclosure Statement and Affidavit
- ☐ MBE/WBE Documentation – SUMMARY
  - ☐ Schedule B and JV Agreement, if appropriate
  - ☐ Schedule C-3 for each proposed MBE/WBE Subcontractor
  - ☐ Letter of Certification from City of Chicago for each proposed MBE/WBE Subcontractor
  - ☐ Schedule D-3
- ☐ Evidence of Insurability

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## I. GENERAL INFORMATION

The City of Chicago ("**City**"), acting through its Chicago Department of Aviation ("**Department or CDA**"), invites the submission of Qualifications ("**Statement of Qualifications**" or "**SOQs**") for Professional Task Order Services for the Chicago Airport System. The intent of this Request for Qualifications ("**RFQ**") is to identify qualified Respondents having demonstrated experience, expertise and resources to provide the following services (the "**Services**"): facilities architecture and engineering services ("**Group A**"); and airport engineering services ("**Group B**") at O'Hare International Airport and Midway International Airport (Group A and Group B are sometimes individually referred to as a "**Group**" and collectively as the "**Groups**"). The nature of the work desired from each Group is described in greater detail in the scope of services attached hereto as Exhibit 1 (the "Scope of Services").

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

Respondent(s) with demonstrated experience in providing the Services identified herein, and with an interest in making these Services available to the City may submit Proposals for one (1) or both Groups, however, the award of an Agreement for one group does not obligate the City to award Respondent an agreement for other Groups to which the Respondent submitted a Proposal. Please note, the City is simultaneously seeking similar professional task order services for the CDA. Respondents are free to submit Proposals to this RFQ and any other similar solicitation issued by the City. Respondents are required to identify all resources that will be necessary to complete the Services identified in the Scope of Services.

### A. Scope of Service

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

### B. Term of Services

The City intends to award six (6) Agreement(s) for each Group pursuant to this RFQ solicitation for a base contract period of five (5) years.

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

#### 1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("DPS") regarding this RFQ. All questions or requests for clarification must be submitted to the following e-mail address: [lfreelon@cityofchicago.org](mailto:lfreelon@cityofchicago.org). The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFQ and must refer to "Request for Qualifications (RFQ) for Professional Task Order Services for the Chicago Airport System, Specification No. 1197607." The specification number must appear in the subject line of the e-mail. No telephone calls will be accepted.

All questions and requests for clarifications must be submitted no later than 4:00 p.m., Central Time, on **November 19, 2020** or no response will be provided except at the sole discretion of the Chief of Procurement Officer. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.



2. Pre-Submittal Conference/Site Visit

The Pre-Submittal Conference will be conducted via a Conference Call. All interested Attendees must register in advance of the Pre-Submittal Conference Call. Same day registration is not allowed. Pre-Registration must be arranged in advance of the scheduled **November 12, 2020** Pre-Submittal Conference Call. Attendees must send an e-mail to Lisa Freelon at [lfreelon@cityofchicago.org](mailto:lfreelon@cityofchicago.org). Registered Attendees will receive e-mail confirmation with directions and dial in number. The City will answer questions and clarify the terms of the RFQ at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

3. RFQ Document Availability

All materials related to this Request for Qualification (RFQ) may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL: <http://www.cityofchicago.org/eProcurement>.

Click on "Current Bids." In order to receive notice of clarifications and addenda, Respondents must log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer.

RFQ Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS website at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists, go to "Get Started Online," and search by the specification number.

All Respondents are responsible for obtaining all RFQ materials. The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFQ.

Respondent must read Appendix I eProcurement for more details regarding electronic access to RFQ abstract and documents to be submitted electronically and uploaded as attachments to your proposed submission.

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

1. To be assured of consideration, Statement of Qualifications must be submitted electronically to the Department of Procurement Services no later than 4:00 P.M. Central Time on **January 6, 2021**. Respondents must submit all required information by uploading as attachments to the electronic RFQ submission in iSupplier. iSupplier vendor portal registration is required. Allow three (3) business days to complete registration.
2. The City may, but is not required to accept SOQs that are not received by the date and time set forth in Section I.D.1 above. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals.
3. Submit your Proposals to: <http://www.cityofchicago.org/eProcurement>

Combining multiple PDF attachments is strongly encouraged in order to minimize the

number of uploaded attachments.

4. If a firm wishes to response to both Group A and Group B, they must submit separate qualifications for each respective group (i.e. Volume 1 and Volume 2 for Group A; Volume 1 and Volume 2 for Group B).

**E. Procurement Timetable**

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

Advertisement of Request for Qualifications..... **November 5, 2020**  
Pre-Submittal Conference ..... **November 12, 2020**  
Question Cut-Off Date..... **November 19, 2020**  
Statement of Qualifications Due ..... **January 6, 2021**

**F. Conflicts of Interests**

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

- "CARE Plus" or Chicago Airports Resources Enterprise Plus" means a joint venture, which serves as the Department's Owner Representative and Construction Manager for Capital Improvement Program projects.
- "Master Civil Engineer" means BPC Airport Partners, a limited liability company, which serves as the OMP's Master Civil Engineer.
- CCA" means Connect Chicago Alliance, a joint venture, which serves as the TAPs Program Management Office (PMO).

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

1. The O'Hare 21 Program is very complex, which has changed how potential and real conflicts are presented and reviewed. The most important rule is that **no Engineering or Architectural firm in either a prime or sub-consultant role will have oversight or review of any design work or a construction management role for any project which they have worked on.** Generally, professional services firms providing design services for a facility cannot also be part of constructing the same facility.
2. CARE Plus, the Master Civil Engineer, and the PMO ("Covered Entity #1") are not eligible for consideration for award of the Agreement and may not participate on the Agreement as a subcontractor ("Ineligible Parties").
3. If Respondent is a subcontractor of one or more of the Ineligible Parties (Covered Entity #2) or the subcontractor is identified in the Conflicts Matrix, Attachment A.1, as having a "Definite Conflict of Interest" and intends to resolve a conflict by withdrawal from a conflicted contract, the subconsultant must provide documentation showing actual withdrawal from the conflicted contract, not merely an offer to withdraw contingent on the team moving forward. Please note also that some conflicts cannot be mitigated through withdrawal from a

conflicting contract.

4. If Respondent proposes to use as one of its subcontractors any Covered Entity #2 as described above, Respondent must comply with the requirements set forth below to be eligible for consideration for award of an Agreement:

- a. The Covered Entity #2 shall have no management role whatsoever in the Respondent; and
- b. The Covered Entity #2 shall have no beneficial interest whatsoever in the Respondent; and
- c. Respondent's SOQ shall propose to use Covered Entities #2 on no more than forty-nine percent (49%) of all Services under an Agreement; and
- d. Respondent must provide an accurate and complete description of the conflict of interest and the measures the Respondent proposes to mitigate the effects of the conflict of interest.

5. Affiliated Relationship

- a. If Respondent is an entity that has an Affiliated Relationship (as defined below) (Covered Entity #3), Respondent will be ineligible for consideration for award of an Agreement as a Consultant but may provide Services as a subcontractor in accordance with Section 4 above.

For purposes of this section, an "Affiliated Relationship" exists if the Respondent and any of the Ineligible Parties or any joint venture partner of the Ineligible Parties or any subcontractor of the Ineligible Parties have any common ownership, whether directly or indirectly (including, without limitation, if they are subsidiaries of the same parent company); however, if any institutional investor owns less than 10% of both the Respondent and the Ineligible Party, joint venture partner of the Ineligible Party, and/or Covered Entity #2, such ownership will not render the relationship between the Respondent and the Ineligible Party, joint venture partner of the Ineligible Party, and/or Covered Entity #2 an Affiliated Relationship.

- b. If Respondent proposes to use any Covered Entity #3 as a subcontractor, the Respondent must comply with the requirements set forth below to be eligible for consideration for award of an Agreement.
  - i. The Covered Entity #3 shall have no management role whatsoever in the Respondent; and
  - ii. The Covered Entity #3 shall have no beneficial interest whatsoever in the Respondent; and
  - iii. Respondent's SOQ shall propose to use Covered Entities #3 on no more than forty-nine percent (49%) of all Services under an Agreement; and
  - iv. Respondent must provide an accurate and complete description of the conflict or apparent conflict and the measures that the Respondent proposes to mitigate the effects of the conflict.
- c. The CPO will make the determination of eligibility in his/her sole judgment based upon the requirements set forth above. The CPO's determination adverse to the Respondent shall be final unless the Respondent's SOQ contains a letter from the

Covered Entity #3 agreeing to withdraw from Respondent's team in the event of such an adverse determination.

6. Covered Entity #1 Joint Venture Members

- a. The current joint venture partnerships working at CDA for Program Management and Construction Management are conflicted from pursuing the Engineering work as a joint venture. However, they are permitted to pursue the work as individual entities and may or may not have a conflict depending upon their other pursuits. For example, the Master Civil Engineer Joint Venture (BPC Airport Partners) is precluded from pursuing any contracts as the same joint venture entity. Any member of that joint venture may pursue the work as an individual firm, but they may or may not have a conflict depending on the nature of the contract and work scope. Similarly, the Care Plus Joint Venture may not pursue any of the contracts as the same joint venture, but may be able to pursue other projects as individual firms.
- b. Due to CCA's role as the TAP PMO, CCA and its members are conflicted from pursuing the Engineering work, since they will have oversight of the TAP Program.

7. Additional Ineligible Parties

If a Respondent, subcontractor to Respondent or Respondent which has an entity with an Affiliated Relationship is awarded an Agreement under this RFQ, they will then become an Ineligible Party for consideration of award of any Agreements for any current or future Program Management Services or Construction Manager Services (including Construction Manager At-Risk Services), which would fall under the management role of the Program Manager or the Construction Manager. Additional ineligible parties also include firms involved in the planning process which formulated the TAP development program including:

- a. Ricondo and Associates
- b. Landrum & Brown
- c. Entities that represented the Airlines during negotiations for the Use & Lease Agreement
- d. Any of the selected CMR teams and their subcontractors for the TAP (award pending)

8. Conflict of Interest Evaluations

- a. The Evaluation Committee ("EC") will consider any information regarding Respondent, including information contained in a Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to successfully perform the proposed Services or undermine the integrity of the competitive- procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing this RFQ or any other services related to this RFQ, such Respondent may be disqualified from further consideration.
- b. If a particular subconsultant is determined to have a conflict during the selection process or during the course of the project, teams may be asked to identify another certified subconsultant. Joint venture partners who are identified as having a conflict during the selection process, will disqualify their team – unless they are able to resolve the other project causing the conflict.

- c. Notwithstanding the above descriptions, Respondents are urged to be open and flexible in developing their teams. Given the fluid nature and magnitude of this program, conflicts may arise throughout the program that were not considered previously.
  - d. The City reserves the right to evaluate potential conflicts of interests, if any, not set forth above that could present a conflict in the performance of the Services. With respect to the evaluation of potential conflicts of interest, the City also reserves the right to render a final decision on the eligibility of a particular Respondent to be considered for an award of an Agreement, all in a manner consistent with the best interests of the City.
9. Mitigation Plans should be included with the proposal at the time of submission. The City will provide a response to said plan of action. Firms that fail to submit a mitigation plan may be disqualified from further consideration.

10. Conflicts Matrix

Attachment A.1 is a Conflicts Matrix that covers all current and proposed Professional Services contracts at this time. For those projects which have been advertised and not awarded, joint ventures (Primes) and subconsultants should review the matrix. For projects that will be advertised in the future, the matrix will apply. The matrix is consistent with the current understanding of scopes of work. A RED box [REDACTED] indicates that there is a direct conflict in the program and the respective Primes and in some cases subconsultants are precluded from being in certain roles on certain contracts. Any Yellow Box [REDACTED] indicates that there is a potential or real conflict of interest. It will be up to the specific Prime Firm to provide specific information with the RFQ submittal that will show the plan to mitigate the conflict. If a sub-consultant is providing a named key person(s) in a specific role in a Yellow Box [REDACTED], that sub-consultant will need to provide a specific mitigation plan with the RFQ submittal indicating how the key person(s) role(s) will not conflict with the contract package marked in Yellow Box [REDACTED].

CDA Contract Conflicts Matrix

|                            |   |   | Contracts Awarded                               |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   | Contracts To Be Advertised                                |  |  |   |  |   |  |   | Contracts in Advertisement                |   |                                       |                                      |   |   |
|----------------------------|---|---|---|--|--|--|--|----------------------------|--|--|--|--|--|--|--|--|---|--|--|--|--|---|---|---|--|--|---|---|--|--|---|---|---|--|--|---|--|---|--|---|---|---|---------------------------------------|--------------------------------------|---|---|
|                            |   |   | 1   | 2  | 3  | 4  | 5  | 6                          | 7                                      | 8  | 9  | 10   | 11   | 12   | 13   | 14   | 15  | 16   | 17   | 18   | 19   | 20  | 21  | 22  | 23   | 24   | 25  | 26  | 27   | 28   | 29  | 30  | 31  | 32   | 33   | 34  | 35   | 36  | 37   | 38  | 39  | 40  | 41                                    | 42                                   | 43  | 44  |
|                            |   |   | OMP DMJM Aviation Partners - Prime or JV Entity | OMP DMJM Aviation - Individual JV Partners or Subs | BPC - Prime, JV Entity, Individual JV Partners or Subs | OMP WSP JV Partners - Prime or JV Entity | OMP WSP JV Partners - Individual JV Partners or Subs | CARE+ - Prime or JV Entity | CARE+ - JV Individual Partners or Subs | Existing A/E Task Order Services - FEDERAL Prime or JV Entity (Spec. No. 980500) | Existing A/E Task Order Services - FEDERAL Individual JV Partners or Subs (Spec. No. 980500) | Existing A/E Task Order Services - NON-FEDERAL Prime or JV Entity (Spec. No. 980500) | Existing A/E Task Order Services - NON-FEDERAL Individual JV Partners or Subs (Spec. No. 980500) | Central Deciding Facility & Taxiway AB - Lead Designer - Prime or JV Entity (Spec. No. 192597) | Central Deciding Facility & Taxiway AB - Individual JV Partners or Subs (Spec. No. 192597) | Existing CDA Planning Contracts Prime or JV Entity | Existing CDA Planning Contracts Individual Partners or Subs | CCA - Prime or JV Entity (Spec. No. 34898) | CCA JV Individual Partners or Subs (Spec. No. 34898) | Quality Assurance Mat. Testing - Prime, JV Individual JV Partners or Subs (Spec. No. 376113) | CMAR Austin Power Partners - Prime or JV Entity (Spec. No. 376113) | CMAR Austin Power Partners - Individual Partners or Subs (Spec. No. 376113) | CMAR Turner/Paschen - Prime or JV Entity (Spec. No. 376113) | CMAR Turner/Paschen Individual JV Partners or Subs (Spec. No. 376113) | CMAR AECOM Hunt/Clayco Prime or JV Entity (Spec. No. 376113) | CMAR AECOM Hunt/Clayco Individual JV Partners or Subs (Spec. No. 376113) | Lead Architect Studio ORD Prime or JV Entity (Spec. No. 428915) | Lead Architect Studio ORD Individual JV Partners or Subs (Spec. No. 428915) | Lead Architect SOM Prime or JV Entity (Spec. No. 428915) | Lead Architect SOM Individual JV Partners or Subs (Spec. No. 428915) | Lead Tunnel Engineer HNTB Prime or JV Entity (Spec. No. 880169) | Lead Tunnel Engineer HNTB Individual JV Partners or Subs (Spec. No. 880169) | South Airfield Detention Consolidation Prime or JV Entity | South Airfield Detention Consolidation - Individual Partners or Subs | A/E Design Services FEDERAL Prime or JV Entity | A/E Design Services FEDERAL Individual Partners or Subs | A/E Design Services NON-FEDERAL Prime or JV Entity | A/E Design Services NON-FEDERAL Individual Partners or Subs | A/E Design Services TARGET MARKET Prime or JV Entity | A/E Design Services TARGET MARKET Individual Partners or Subs | CDA Planning Contracts Prime or JV Entity | CDA Planning Individual JV Partners or Subs | Target Market CM - Prime or JV Entity | TM CM Individual JV Partners or Subs | Target Market Quality Assurance Mat. Testing Prime or JV Entity | Target Market Quality Assurance Mat. Testing Individual JV Partners or Subs |
| Contracts To Be Advertised | A | South Airfield Detention Consolidation Prime or JV Entity                   |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | B | South Airfield Detention Consolidation - JV Individual Partners or Subs     |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | C | A/E Design Services FEDERAL Prime or JV Entity                              |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | D | A/E Design Services FEDERAL Individual JV Partners or Subs                  |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | E | A/E Design Services NON-FEDERAL Prime or JV Entity                          |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | F | A/E Design Services NON-FEDERAL Individual JV Partners or Subs              |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | G | A/E Design Services TARGET MARKET Prime or JV Entity                        |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | H | A/E Design Services TARGET MARKET Individual JV Partners or Subs            |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
| Contracts in Advertisement | J | CDA Planning Contracts Prime or JV Entity                                   |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | K | CDA Planning Individual JV Partners or Subs                                 |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | L | Target Market CM Prime or JV Entity   |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | M | TM CM Individual JV Partners or Subs  |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | N | Target Market Quality Assurance Mat. Testing Prime or JV Entity             |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |
|                            | P | Target Market Quality Assurance Mat. Testing Individual JV Partners or Subs |   |  |  |  |  |                            |  |  |  |  |  |  |  |  |   |  |  |  |  |   |   |   |  |  |   |   |  |  |   |   |   |  |  |   |  |   |  |   |   |   |                                       |                                      |   |   |

- Notes:
- 1 "Prime" refers to single Prime or any Joint Venture Partner.
  - 2 "JV Entity" refers to the Joint Venture and not the JV Partners as individual firms.
  - 3 "Subs" refers to subconsultants or subcontractors to the Prime.
  - 4 In no case shall any designer (Prime or Sub) be involved with any CM or CMAR assignments on a project where they have performed design or design review activities.

|  |   |
|--|---|
|  | Definite Conflict of Interest; firm will not be allowed to participate not allowed to participate unless they remove themselves from conflicted contract. |
|  | Potential Conflict of Interest; firm must submit a mitigation plan, or remove themselves from conflicted contract.  |
|  | No apparent Conflict of Interest, but combinations of positions could cause a conflict.   |
|  | Existing Contract (Contract Awarded)  |
|  | Future Contract (Contract Pending Award)  |
|  | Future Contract (Contract in Advertisement)   |
|  | Future Contract (Contract To Be Advertised)   |

## II. REQUIRED INFORMATION

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

### A. Format

Electronic copies of the SOQ responding to this RFQ should be prepared using a font no smaller than 12 point on 8 ½" X 11" letter size paper. (Note: a font no smaller than 8 can be used for organizational charts, graphics and tables only.)

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

Each separate volume and individual sections should be clearly identified and organized in accordance with subject matter sequence as set forth below. Each page must be identified by volume number and page number.

The electronic version of the SOQ must, to the extent practicable, mimic the structure required for the hard copies.

Electronic versions uploaded to eProcurement have a 200 MB limit. However, if the size of the combined PDF approaches the maximum file size of 200 MB we recommend breaking the upload into a few large PDFs under 200 MB. There is no limit on the number of 200 MB attachments.

### B. Volume I – Statement of Qualifications – Required Content

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

The SOQ must include the following information:

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

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

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

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

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify

all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;

- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- E. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise ("MBE") and Women Owned Business ("WBE"), attached to this RFQ as **Exhibit 4**; and
- F. Respondent must identify any exceptions or objections it has to the City's Sample Professional Services Contract ("**Contract**"), a copy of which is attached hereto Exhibit 3 of this RFQ. Note that the City may from time to time revise this Contract. The City will not accept or entertain any exceptions or objections to the Contract at any time after receiving the submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the Agreement.

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

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

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

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

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

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

**4. Project Understanding and Approach – limit of twenty (20) pages plus a Team Organizational Chart**

Respondent must describe its interest, understanding and approach to providing Services for the Project. Respondent must include an explanation of its approach to management. Also



to be included are: a plan for implementing and monitoring the Services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the City's consideration.

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

Describe the Respondent's approach to Quality Management (Quality Assurance Plan and Quality Control Procedures or QA/QC), specifically to this Project. The Respondent must address the following items in regards to QA/QC:

- a. Provide details on corporate management's QA/QC process.
- b. Provide the name of the Respondent's QA/QC Manager and their qualifications.
- c. Describe how costs are allocated to QA/QC as it relates to the overall budget.

The organization chart is to show the roles and responsibilities as well as the relationship (hierarchy) between the members of the team, including subcontractors.

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

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

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

Submitted projects must include project title, project duration, project location, total dollar value of project, total fee received by your firm and a brief description of the project including source of funds (i.e. federal, state or local funds). Provide a statement regarding the role played by your firm as a Prime or Subcontractor.

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

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

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

- b. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project.
- c. Respondent must submit resumes or corporate personnel profiles of all staff (maximum two pages per individual) which demonstrate relevant past experience for each proposed staff member and Key Personnel.
- d. Copies of the appropriate licenses and/or certifications (e.g. State of Illinois – Professional Engineer License) do not count against the page restrictions for this section. A copy of each license is to be included with the resumes from each of the respective Key Personnel.
- e. Key Personnel shall include the following positions:
  - 1. Principal in Charge
  - 2. Project Manager
  - 3. Design Manager
  - 4. QA/QC Manager
  - 5. Lead Architect
  - 6. Mechanical Engineer
  - 7. Electrical Engineer
  - 8. Civil Engineer
  - 9. Structural Engineer
  - 10. Cost Estimator
  - 11. Sustainable Design
  - 12. BIM Manager
  - 13. Scheduler

**7. MBE/WBE Participation Plan and Commitment – limit of five (5) pages**

Respondents are directed to examine the attached Special Conditions Regarding Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") found in Exhibit 4. Consultant agrees to abide by the Special Conditions regarding MBE and WBE participation. If the Respondent is joint venturing with an MBE and/or WBE firm, then the Respondent must submit a fully executed Schedule B and a copy of the joint venture agreement. Respondents are required to provide with their responses a written statement of its commitment complying with the Special Conditions regarding MBE and WBE attached as Exhibit 4. Respondents are not required to complete the Schedule D-3 and C-3 documents for this RFQ submission.

**C. Volume II – Representations and Certifications – Required Content**

**1. Conflict of Interests**

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

**2. Respondent's Corporate History**

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

**3. Legal Actions**

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

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

**4. Business License/Authority to do Business in Illinois**

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing Services described in this RFQ in the City of Chicago, County of Cook and State of Illinois for itself, its partners and its subcontractors, including evidence that the Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal (or qualifications); Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract.

**5. Financial Statements**

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. Upload into your Proposal one (1) complete copy of the requested financial statements marked and separated by Year for the period requested. The City will not accept a web link.

Respondents are required to provide required financial statements in sufficient detail for the

City to assess its financial condition as part of their proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

**6. Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")**

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit an on-line completed and executed Disclosure Affidavit (see Section VIII of this RFQ). If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete an on-line Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) ("**Municipal Purchasing Act**") or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit (EDS) as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall upload a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

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

**7. MBE/WBE Documentation**

Respondent should describe its plan for MBE/WBE participation and commitment to complying with the Special Conditions regarding MBE and WBE attached as Exhibit 4. The current MBE participation goal is **25%** of the total contract value, and the current WBE participation is **5%** of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level.

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

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

**8. Insurance**

Respondents are **NOT** required to submit evidence of insurance with the Statement of

Qualifications but must submit evidence of insurability (i.e. letter from the insurance carrier) with their SOQ's indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in **Exhibit 5** to the Agreement. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in **Exhibit 5** to the Agreement. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited-liability company.

### III. EVALUATION OF SUBMITTALS

#### A. Evaluation Committee and Short-listing Process

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

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

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

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

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

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

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

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

#### **B. Evaluation Criteria**

The City will review the Respondent's Statement of Qualifications using the following criteria:

|    |   |               |
|----|---|---------------|
| 1. | Ability to provide and capacity to perform the Services described in Exhibit 1, Scope of Services, and Section II.B., above;  | 20%           |
| 2. | Technical and professional competence as evidenced by:<br>a. Respondent's professional qualifications, capabilities, resources, and specialized experience on projects of similar scope, complexity, and magnitude;<br>b. Respondent's professional qualifications, specialized experience and availability of Key Personnel;   | 25%           |
| 3. | Respondent's project understanding, approach, implementation plan, management techniques, required expertise and resources designed to facilitate effective decision-making, stakeholder coordination and control, and approach to Quality Management; preference will be given to firms with significant experience and knowledge of all components of the Services required per Exhibit 1, Scope of Services of this RFQ. | 25%           |
| 4. | Completeness and comprehensiveness of Respondent's Response to this RFQ, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes, and requirements including required disclosures and certifications.   | 15%           |
| 5. | Legal actions that might affect Respondent's ability to perform as contracted.  | Pass/<br>Fail |
| 6. | Financial capacity to deliver the required services.  | Pass/<br>Fail |
| 7. | Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the City.  | Pass/<br>Fail |

|     |  |               |
|-----|--|---------------|
| 8.  | Respondent's commitment to meet the MBE/WBE requirements identified in Exhibit 4.  | Pass/<br>Fail |
| 9.  | Respondent's demonstrated ability to meet the compliance with Insurance Requirements identified in Exhibit 5.                        | Pass/<br>Fail |
| 10. | Respondent's willingness to take no material exception(s) to Exhibit 3, Sample Professional Services Contract, attached to this RFQ. | 10%           |
| 11. | Outcome of oral interviews including technical analysis and presentation (if requested by the City).                                 | 5%            |

#### IV. CONFIDENTIALITY AND PUBLIC INFORMATION

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

- A. Mark the title page as follows: "This submittal includes trade secrets or other proprietary Data that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Statement of Qualifications. The City, for purposes of this provision, will include any consultants assisting in the evaluation of the Statement of Qualifications. If, however, an Agreement is awarded to this Respondent as a result of or in connection with the submission of this Data, the City has the right to duplicate, use or disclose the Data to the extent provided in the resulting Agreement. This restriction does not limit the City's right to use information contained in the Data if it is obtained from another source without restriction. The Data subject to this restriction are contained in sheets (insert page numbers or other identification)."
- B. Mark each sheet or Data to be restricted with the following legend:  
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Statement of Qualifications."
- C. Provide an electronic redacted version of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB drive with a redacted copy may result in the posting of an un-redacted copy.
- D. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).
- E. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Statement of Qualifications as non-responsive.
- F. **All SOQs submitted to the City in response to this RFQ are subject to the Illinois Freedom of Information Act.** The City will make the final determination as to whether the information will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent

agrees not to pursue any cause of action against the City with regard to disclosure of this information.

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

## **V. ADDITIONAL DETAILS OF THE RFQ PROCESS**

### **A. Addenda**

If it becomes necessary to revise or expand upon any part of this RFQ, the City will issue a notification to prospective Respondents who have indicated intent to propose in this RFP that an addendum or clarification has been issued. The Clarifications and Addenda will be available at the following URL: [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement).

Prospective Respondents that have indicated interest in this RFQ will receive an eProcurement system notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve Prospective Respondents from the obligation to comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Proposal.

Any harm to the prospective Respondent resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

Each addendum is incorporated as part of the RFQ documents, and the prospective Respondent should acknowledge receipt. Respondents are solely responsible for acquiring the necessary information or materials available at the following URL: [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement).

A copy of addenda associated with this RFQ specification number will also be posted on the City of Chicago Department of Procurement Services' website. Prospective Respondents are listed on the Take-Out Sheet.

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

- Responses to questions and requests for clarification sent to the Department of Procurement Services; or
- Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
- Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IC.1 herein

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



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

**C. No Liability for Costs**

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

**D. Debriefing**

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

## VI. LEGAL ACTIONS

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

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

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

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

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

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

#### **1.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

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

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

#### **1.2. ONLINE EDS WEB LINK**

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

#### **1.3. ONLINE EDS NUMBER**

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

EDS Number: \_\_\_\_\_

#### **1.4. ONLINE EDS CERTIFICATION OF FILING**

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

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

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

### 1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

### 1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

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

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

#### **1.7. EDS FREQUENTLY ASKED QUESTIONS**

**Q: Where do I file?**

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

**Q: How do I get help?**

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

**Q: Why do I have to submit an EDS?**

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

**Q: Who is the Applicant?**

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

**Q: Who is the Disclosing Party?**

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

**Q: What is an entity or legal entity?**

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

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

A: "Person" means a human being.

**Q: Who must submit an EDS?**

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

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

**Q: What information is needed to submit an EDS?**

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

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

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

.

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

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

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

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

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

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

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

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

**Q: Who is the EDS Captain?**

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

**Q: Why do we need EDS Captains?**

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

**Q: Who is the EDS team?**

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

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

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

**Q: How do I complete an Online EDS?**

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

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

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

**Q: How do I attach documents?**

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

**Q: Who can complete an Economic Disclosure Statement online?**

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

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

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

**Q: Will my information be secure?**

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

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

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

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

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

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

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

**Q: Can I save a partially complete EDS?**

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

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



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

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

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

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

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

## VIII. PROJECT REFERENCE FORM

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

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

### REFERENCES:

Project Description:

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Date of Performance: \_\_\_\_\_

Date of Completion of Project Construction: \_\_\_\_\_

Project Location: \_\_\_\_\_

Respondent's Involvement in Project: \_\_\_\_\_

Dollar Value of Project and Your Firm's Contract Value: \_\_\_\_\_

Key Personnel Involved and Role in Project: \_\_\_\_\_

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Client References (provide three):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

## **IX. APPENDIX 1: ePROCUREMENT**

This is an eProcurement Request for Proposals ("RFP"). Proposals (referred to as "proposals" throughout this document) are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic proposal and providing Consultants with access to contract, ordering and payment information for their City contracts.

### **1. Obtaining the Proposal Documents**

Respondents are solely responsible for obtaining all RFP Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Services ("DPS") website at the following URL:

<http://www.cityofchicago.org/eProcurement>

Click on "Current RFPs."

In order to receive notice of clarifications and addenda, Respondents must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Respondents up for notifications.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists, go to "Get Started Online" and search by the specification number.

### **2. Clarifications and Addenda**

The City will send an email notification to Respondents who have indicated intent to respond to an RFP that an Addendum or Clarification has been issued. The Clarifications and Addenda incorporated into the electronic RFP document available at the following URL:

<https://www.cityofchicago.org/eProcurement>

Respondents that have indicated interest in an RFP will receive email notification that an Addendum or Clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Respondents from the obligation to respond according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic proposal. Any harm to the Respondents resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

### **3. Questions Regarding the RFP Documents; Respondent Inquiry Deadline**

All inquiries regarding the RFP Documents or procurement process may be directed to the Senior Procurement Specialist in iSupplier via online discussion.

The Respondents Inquiry Deadline is listed on the front cover of the RFP Documents under "Deadline for Questions." Inquiries received after the Respondents Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Respondents may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Respondents cannot rely on oral or informal responses; such answers will not be binding upon the City.

#### **4. Completion of the RFP Documents**

Each Respondent must complete all of the forms listed on the RFP Submittal Checklist in the Requirements section and scan and upload them as attachments to the electronic proposal submission. Respondent may not change any of the RFP Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal and will not be binding upon the City.

Respondents must submit their pricing as an attachment in the iSupplier system to be reviewed by the evaluation committee for consideration.

#### **5. Date, Time, and Place**

Proposals are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the RFP Documents, or any addendum issued by the City to change such Proposal Opening Date. No Proposal will be accepted after the Proposal Opening Date. The time of the receipt of the Proposal will be determined solely by the "Time of Quote" generated by the iSupplier system.

#### **6. Technical Assistance**

If you required technical assistance go to <https://www.cityofchicago.org/eProcurement> click the "Help" tab.

## **X. APPENDIX 2: LGBT SURVEY**

Mayor Lori E. Lightfoot introduced a resolution acknowledging LGBT-Owned Business Enterprises (LGBTBEs) and their contributions to Chicago's economy and residents, which passed in City Council on January 15, 2020. In collaboration with the Department of Law, the Department of Procurement Services is tasked with gathering information to assess the activity of LGBTBEs as related to government contracting. In order to assist the City with gathering this information, we ask you to take a moment to fill out the optional LGBT Business Enterprises Survey. For more information, visit <http://www.chicago.gov/lgbtbiz>. This survey is optional and not a requirement of bidding.

## **Exhibit 1**

### **Scope of Services Group A: Facilities Architecture and Engineering**

#### **I. Task Orders**

Consultant must perform, on a Task Order basis, the required facilities architecture and engineering and related services as specified in this RFQ, in a satisfactory manner consistent with the Chicago Department of Aviation (CDA) standards of performance. Such services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR"). Task Order services may include but are not limited to: planning and programming, engineering, design services, drafting ("CADD"), master specification development, construction cost estimating, technical design review services, and management and administration during the project construction phase on projects for the CDA. Consultant will be responsible for technical accuracy; completeness and quality of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished to the CDA.

All services provided by the Consultant (the "Services") must be authorized by a written TOSR. Consultant acknowledges and agrees that the CDA is under no obligation to issue any TOSR through this solicitation.

Upon the written approval of the Commissioner, the CDA will issue a TOSR requesting a proposal from the Consultant for certain scope of services specified. The CDA is under no obligation to issue TOSRs to all Consultants in the Task Order pool. The TOSR will describe the project; establish the services to be performed; and it will set forth the timeline for the completion of services requested therein. Consultant must respond by submitting a Proposal that must include, but is not limited to the following: cover letter, understanding and approach, deliverables, project schedule, detailed cost breakdowns in such detail as required for the specific task, all documentation required to substantiate compliance with the M/WBE participation requirements, fee, list of key personnel and all other associated substantiation documentation required under the TOSR. Consultant's Proposal must conform to the terms of the TOSR and the terms and conditions of the Agreement. Costs associated with the preparation of TOSR Proposals are not compensable under the Agreement.

Upon acceptance of Consultant's Proposal (subject to negotiation of terms and conditions by the CDA and Consultant, and in conformity with the terms of the Agreement), the CDA may, by written Task Order, direct Consultant to perform the Task Order services. Upon receipt of written approval of the Task Order from both the Commissioner and the Chief Procurement Officer ("CPO"), and an executed Blanket Release, Consultant will commence performance of the Services. If the Task Orders services are subject to the approval by the Federal Aviation Administration, then Consultant must not commence its performance of the Services unless directed to do so by the CDA.

**Full Discipline Team** – For the purposes of this Agreement, Consultant must include as part of its design team all disciplines necessary to support the required services, including specialized subcontractors who are City approved to perform services in fields as required by the project. Consultant must be able to provide services related to architectural design, architectural production, mechanical, electrical, plumbing, fire protection, code analysis, civil, project controls, sustainable design, structural, geotechnical, acoustical, thermal, automated people mover systems, vertical transportation, security (TSA, access control, blast protection), interiors, landscaping, signage, waterproofing, special systems (information display systems, 400 hz pre-conditioned air, loading bridges, aircraft docking guidance systems), capacity analyses, planning, inventory, surveying, cost estimating, and other disciplines needed to complete design services for these projects. Consultant shall be aware that, based on the type and scope of the project, not all projects may require a full discipline team, however, in all cases, the Consultant is still required to meet the MBE/WBE Participation requirements for each Task Order. Consultant is responsible for the coordination of all members of its design team.

Consultant teams should consider including members with experience the planning, design and delivery of aviation terminal and support facilities, general aviation facilities, hospitality and hotel projects, commercial, concessions and retail projects, sustainable and green design, and warehouse and infrastructure support facilities. Project types will include new buildings, renovations, planning and master planning efforts. Projects experience should be of a complexity, size and scale of the O'Hare International Airport.

Consultant must, in connection with the performance of the Services, supply all of the personnel, materials, equipment, and/or software necessary to perform the Services and provide any administrative support necessary to satisfactorily perform the Task Order in accordance with the Agreement

## **II. Detailed Scope of Services**

The Task Order(s) may include, but are not limited to, some or all of the services listed below.

- A. Planning:** Services may include, but are not limited to, some or all of the following as required in the Task Order: planning, programming, site selection, budgeting, scheduling, existing document and existing condition discovery, and other related tasks.
- B. Design Documents:** The Design Documents must illustrate and describe the refinement of the design of the Project and define the scope, relationships, forms, size and appearance of the Project by means of plans, sections, and elevations, typical sectional details, diagrams, and equipment layouts. The Design Documents must include specifications that identify major materials and systems, and establish, in general, their quality levels. Design Documents must also include all calculations, studies, technical evaluations and other tasks as required to provide complete Design Documents. The Design Documents effort is comprised of three (3) phases: (i) Concept Design, (ii) Design Development, and (iii) Schematic Design, Procurement, Permitting, Contract Documents.

Consultant must submit to the CDA a specified number of deliverables including, but not limited to, prints, specifications, and compact disks for each phase or other electronic document deliverable media.

Consultant must ensure that all projects are in compliance with all local, state and federal requirements and codes. In addition, the Consultant must design each component of the project in accordance with the CDA's Design and Construction Standards. The CDA's Design and Construction Standards manual is available for review at the CDA offices at 10510 W. Zemke, Chicago, Illinois 60666. Where applicable, Consultant is encouraged to design within these standards and specifications or to prepare detailed technical justifications for any proposed variances.

**Phase i - Concept (10%) and Phase ii - Design Development Phases (30%).** At the outset of the design process, Consultant will be afforded the opportunity to review documented existing conditions, and project scope. Review of existing conditions includes review of existing plats of survey, as-built drawings, other preliminary data, and analyses prepared by others, including but not limited to topographic grading plans, subsurface conditions, geotechnical reports, hydraulic and hydrology data, and utility data. The CDA makes no warranty that the site conditions are true and correct. Consultant must evaluate the suitability of the site condition information to be used for design and request additional verification from the CDA and other parties as needed. After examination of available base mapping and survey information, Consultant will prepare requests for field survey necessary to complete its design. Field surveys and geotechnical analyses will typically be conducted by the CDA. If needed, Consultant must procure the services of a licensed Engineer and perform the services required to support preliminary design.

In general, during the Concept and Design Development phases the designer should address and define the entire facilities scope of the Project. This includes defining requirements for all, programmatic elements, environmental remediation, utility and other infrastructure systems. When alternatives do exist, these alternatives should be developed, evaluated and a recommendation made to CDA for selection. Routing, alignments and locations for distribution systems should be established. Subsequent phases of engineering design will refine the engineering studies and will be concentrated into preparing bid, permit and contract documents.

For all proposed facilities and structures, the Consultant must define the type, size and location for

all, programmatic elements, environmental remediation, utility and other infrastructure systems and use subsequent phases of the design to provide additional details consistent with the initial design assumptions. Consultant must consider and document value engineering initiatives throughout this phase of the design. Airport operational impacts must be addressed by developing preliminary construction phasing and sequencing schemes. Consultant must develop assumptions regarding airport/airline operations. This preliminary project implementation plan should include an assessment of its compliance with the overall project schedule and its potential cost implications.

At the completion of the Design Development Phase, Consultant must prepare a deliverable which must include a Basis of Design Report, plans, specifications, and a preliminary designer's opinion of probable construction cost. The preliminary opinion of probable cost must be allocated to each package identified through the development of the Design Development Phase.

**Phase iii - Schematic Design, Procurement, Permitting, Contract Document Phase.** Consultant will be required to complete the contract/construction documents for each Construction Bid Package or Work Package and prepare and submit drawings, specifications, calculations, the SAM Sustainable Design Checklist, and design reports at the 60% and 90% completion levels. The Consultant must submit design documents to the CDA on a schedule consistent with schedule established in the Task Order.

The Consultant will be responsible for responding to all review comments in writing and making necessary changes to the contract documents prior to subsequent submittals, and for production and delivery of bid packages as directed by the CDA.

The number of bid packages to be prepared will be determined in conjunction with the development of the project and finalized during scoping and negotiations for the design development effort .

- 1. 60% Design Submittal.** Consultant must provide 60% Design Documents, based on the accepted Concept Design Phase submission. The 60% submittal must include a draft of the project specifications in their final format containing adequate technical information to supplement the drawings and to quantify materials, sizes, shapes and capacities. Consultant's 60% submittal is required to include an identification of all long lead procurement items. Consultant must provide all calculations necessary to determine the final requirements and configuration of all parts of all systems required for the execution of all construction work.

At the 60% design level, Consultant must provide an opinion of probable cost for the construction of the Project. The Consultant will submit this to the CDA for acceptance. If the designer's opinion of probable cost exceeds the CDA budget, then the Consultant may be required to assist the CDA in identifying construction cost reductions necessary to produce a probable cost estimate that is at or less than the CDA budget.

The CDA will review and provide comments on the entire 60% submittal. A single consolidated set of review comments will be prepared and provided to the Consultant at the end of the review period. After delivery of the comments to the Consultant, the CDA will schedule and conduct a meeting to review responses to review comments.

In addition to the CDA's review, the Consultant's 60% Design Documents will be submitted to appropriate jurisdictional agencies for review, comment and approval (if applicable). The Consultant will assist in obtaining agency approvals of plans and specifications, including updates and re-submittal of appropriate documentation.

- 2. 90% Design Submittal (Issue for Permit).** The 90% submittal of Design Documents must address all comments and information received from the 60% Design Documents and provide comprehensive and essentially complete pre-final Construction Documents of a format and completeness sufficient for public procurement and construction. The documents must be complete with the exception of minor corrections/adjustments required to respond to final design review. At the 90% submittal, all specifications must be complete and coordinated with



all drawings. Calculations must be finalized with all necessary corrections from the 60% submittal.

Consultant must provide an updated Designer's Opinion of Probable Construction Cost based on the 90% level Design Documents. The updated opinion of probable cost will be reviewed by the CDA and will be compared to the project's current working estimate. Consultant must reconcile cost estimates with the CDA's construction manager and other CDA-engaged entities at the request of the Commissioner. If the updated opinion of probable cost exceeds the current working estimate, then the Consultant may be required to assist the CDA in identifying construction cost reductions necessary to produce a probable cost estimate that is at or less than the current working estimate of the project. The 90% design documents must be revised to incorporate any such accepted cost reduction measures.

The CDA will review and provide comments on the Consultant's 90% submittal. A single consolidated set of review comments will be prepared and provided to the Consultant at the end of the review period. After delivery of the comments to the Consultant, the CDA will schedule and conduct a meeting to review responses to review comments.

Consultant's 90% Design Documents will be submitted to appropriate jurisdictional agencies for review, comment and approval (if applicable). The Consultant will assist in obtaining agency approvals, including required permits for plans and specifications, including updates and re-submittal of appropriate documentation.

3. **Issued for Procurement Review (100% Construction Documents).** After resolution of all comments received from the 90% design submittal, Consultant must provide a complete set of Construction/Bid Documents for review by the City's Department of Procurement Services (DPS) along with the final Opinion of Probable Construction Cost. DPS will review and provide comments relative to the procurement process. Upon receipt of the comments the Consultant will make all required final edits to the bid documents. Consultant will incorporate comments resulting from DPS's review and prepare the Issue for Bid Documents as described below.

Consultant must document their assessment of project risks and submit this assessment to the City along with the Issued for Procurement Review set. Consultant must document the source of the risk, attempts made during the course of the design to mitigate these risks, and potential effects and/or outcomes arising from unmitigated risks.

- C. **Issued for Bid Drawings and Specifications:** Issue for Bid drawings and specifications shall be 100% complete, as required, for bidding and contain all information and documentation required to successfully price the project. The Issue for Bid drawings and specifications shall incorporate all prior review comments, DPS comments, and permit review comments to ensure there are no added changes to the project.
- D. **Bid Award Phase:** Consultant must assist the CDA in preparing the documents for bids, preparation of bid documents addenda, attending pre-bid meetings, providing written evaluation of bids as requested, and reconciling any differences between bids received and the final construction estimate.
- E. **Issued for Construction Documents:** Consultant will prepare the "Issued for Construction" set of final construction documents that conform all addenda and clarifications with the Issued for Bid documents.
- F. **Permitting Process:** Consultant, with the assistants of the CDA, will be responsible for arranging reviews at the various stages of the design process, with the Chicago Department of Planning, Mayor's Office for People with Disabilities and Chicago Department of Buildings and other agencies that support the permitting process (Department of Transportation Office of Underground Construction, Chicago Dept. of Transportation, Department of Water Management, Chicago Fire Department, etc.). At the 90% completion phase the Consultant must complete the permit

application (except for contractor information) and submit the application and upload all Construction document Drawings and all detailed structural calculations, along with the CDA's approval letter, to the Department of Buildings for the permit review process. Consultant must follow up on the review progress throughout the permit process to make all required corrections and provide all required clarification documentation.

- G. Construction Phase:** Consultant must review and approve samples, shop drawings and other submissions for compliance with the contract documents. Site visitation will occur upon request of the CDA to determine the progress and quality of the work and whether the work is proceeding in accordance with the contract documents. These visits will include participation in job construction meetings. When requested, the Consultant must also inspect and certify, when substantial completion occurs, and participate in punch list preparation. Consultant must make its Services available for the interpretation of plans and specifications where disagreement may arise or due to any foreseen or unusual construction conditions. Consultant must review and respond to Requests for Information ("RFI"). Consultant must review change proposals and prepare bulletins as required. Consultant will provide consultation and recommendations in response to contractor generated value engineering proposals. To the extent that Consultant is required to make substantial revisions to the contract documents to incorporate any changes not resulting from any error and omissions by Consultant, Consultant shall be entitled to request fee for these Additional Services. Responsibilities of the Consultant during the construction phase will be specified in the Task Order. The Consultant will provide Commissioning of Services when directed by the CDA.
- H. Post Construction:** Consultant must assist in verification of punch list completion and final inspections of the project as well as start-up of building systems and equipment as required. Consultant is responsible for reviewing the contractor's as-built drawing submittals, warranties, operation and maintenance manuals, and closeout information for accuracy and completeness. The CDA will review the Consultant's performance in providing services during Construction after the project punch list is complete. The Consultant will be required to attend a meeting to discuss the performance review. The Consultant will be required to prepare a final set of record drawings and corrected specifications for archiving. The record documents must conform to the BIM/CADD Standard described in III.A., BIM/CADD Deliverables.
- I. Project Scheduling:** Consultant will be responsible for following and maintaining the Design Schedule, provided by the CDA throughout the duration of the Task Order. The Design Schedule will consist of a Baseline Schedule and Monthly Schedule Updates (MSU) using an accepted Critical Path Scheduling software package such as Oracle Primavera Contractor or industry standard equivalent.

The design schedule must demonstrate a means to accomplish detailed tasks and ensure completion by milestone dates and include the subsequent review/approval process and time for incorporation of the final comments. Logic ties and activities that represent a critical path through the phases must be reflected in the schedule. Key interface points, and input required from other stakeholders are to be shown with dates that support the design schedule. In coordination with the CDA, Consultant must submit detailed schedule(s) that expands on the design schedule and ultimately supports the overall Program schedule.

Consultant must have an individual who is identified as a Key Personnel, who can apply sound scheduling practices and is skilled in planning and application of network techniques for design and construction projects and the use of critical path scheduling software.

**1. Design Schedule General Requirements**

- The schedule must be maintained to match the Work Breakdown Structure (WBS) provided by CDA. Additional coding will be required to allow the schedule to be sorted in various formats.
- Prior to submitting the schedule, the Consultant must review all proposed changes from the CDA.

- Activities shown in the schedules must include all deliverables as defined in the Contract Documents.
- Key interface points, contract modifications, addendums, bulletins, etc., must be identified.
- Consultant must resource load each activity with labor hour requirements consistent with the personnel clarifications used in the development of the fee schedules.
- The schedule must support the issuance of the all Permits and Agreements which will be supplied by the CDA.
- All activity Constraint dates must be approved by the CDA.

2. Calendars

Schedules for design and procurement will be based on a five-day calendar with holidays and schedules for construction will be based on a 7-day calendar. Additional calendars may be allowed pending approval by the CDA.

3. Baseline Schedule

The Baseline Schedule is a fixed project schedule used in measuring project progress and contract performance. Schedule assumptions supporting the basis of the baseline schedule will be listed and submitted. Consultant's Baseline schedule must show all work to be completed within the contract time limit.

A Draft of the Baseline Schedule must be submitted fifteen (15) days after the issuance of Notice-to-Proceed. The approval of the Baseline schedule is done for the sole purpose of ensuring all Critical Path Method (CPM) scheduling documents prepared by the Consultant are in conformance with the Agreement's requirements.

The execution of amendments to the Scope of Services, as described herein, will require that Consultant re-baseline the Project Schedule.

4. Monthly Schedule Update (MSU)

The MSU is used to compare the current and forecasted performance to the planned performance. The schedule is due the 1st Monday of the month and must indicate a Data Date of the 1st of the month.

As part of the MSU, the Consultant must prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include but not be limited to the following information:

- Summary of Work accomplished during the past update period
- Analysis of critical path(s)
- Analysis of time lost/gained during the update period
- Identification of problem areas
- Recommend solutions to current problems

The Consultant must not modify the original durations, activity relationships, constraints, manpower, costs, add or delete activities, or alter Project CPM Schedule's logic when updating the Project CPM Schedule without approval from the CDA.

**J. Coordination:** Consultant must provide technical and production-related coordination with respect to the services provided by other consultants for related or enabling projects. The CDA will provide general management of the Consultant and other consultants as necessary to accomplish the required coordination.

**K. Quality Assurance Plan and Quality Control Procedures (QA/QC):** The Consultant will be required to prepare a comprehensive plan for QA/QC of its own engineering design work, including structured peer reviews, conformity to design standards, constructability reviews, drawing completeness and accuracy, and internal consistency and coordination. The procedures must address the following:

1. Management responsibility
2. Design standard and documents
3. Document Control
4. Process control
5. Standard of Care

The firm's QA/QC plan, for each Task Order, must be submitted to the CDA as part of the proposal for the TOSR.

**L. Progress Reporting.** Once each calendar month, Consultant must submit an invoice to the CDA along with a Progress Report on Services performed during the preceding one-month period. The invoice and report are due the 15th of the month following the reporting month.

The progress report format will be as directed by the CDA and must at a minimum contain the following sections:

- Project Summary Narrative Report. This report must identify the Services completed in the prior month, Services to be completed in the current month, and areas of design concern, if any.
- Summary of percent completion of major tasks and objectives defined in the Detailed Scope of Services, including any necessary back-up information.
- Cost Status/Earned Value Summary Report. The CDA will provide an example of an electronic version of this report to Consultant.
- Bar chart schedule at a level of detail as directed by the CDA.
- The Consultant must confirm the status of the estimate or opinion of probable cost relative to the Basis of Design in each Monthly progress report and as required by the CDA.
- The Consultant must attest that all design files have been uploaded to the specified document management system (i.e. ProjectWise, SharePoint, etc.) and that the uploaded files are current as of the date Progress Report.
- Monthly Schedule Update in accordance with the requirements included herein.

**M. Document Management.** All documents produced as part of the Consultant's Services under this Agreement must be produced and recorded in accordance with the CDA's document preparation and management requirements, which will be provided to Consultant separately.

**N. Technical coordination support.** The Consultant may be required from time to time to participate in discussions and/or other coordinating roles with any of the following organizations, working through the CDA:

- Airline representatives;
- CDA operations and facility groups;
- CDA planning and aviation consultants;
- CDA construction managers;
- Federal Aviation Administration;
- Transportation Security Administration;
- Emergency response agencies;
- Construction Manager;
- Planning/Environmental Consultants;
- Other architectural/engineering design consultants;
- Regulatory agencies; and/or
- Public utilities

**O. Value Engineering.** The CDA will provide the Consultant an opportunity to implement a Value Engineering (VE) process.

The criteria included within FAA Advisory Circular 150/5300-15 is referenced to guide the application of any VE proposal. The Consultant must submit a request for a VE review and receive written approval prior to implementing any change to the project approach depicted within the Project scope. This VE request must, at a minimum define the probable opportunity for life-cycle costs savings, the suggested revision purpose, design restrictions and possible operations and schedule impacts. A VE request for consideration must be submitted prior to the completion of the Preliminary Engineering Phase. If granted, the Consultant will fully develop a Value Engineering Plan to a negotiated scope and fee. Sharing of the VE life-cycle savings will not be considered in the final services agreement.

Opportunities exist for VE benefit to the CDA on tasks such as, but not limited to, program/project phasing and sequencing, materials management and sustainability initiatives.

**P. Change Management.** If the CDA identifies any changes that it wishes to make to the Project scope, it will notify the Consultant or, if Consultant believes that any recommendations made by the City will result in a change of project scope, it will notify the CDA. The Consultant will then quantify the cost impacts of such changes (i.e., construction, engineering, management, project insurance and contingency) and calculate the impact on the Schedule. In addition, the Consultant must identify the decisions needed to evaluate the change and the responsible parties for such decisions. Consultant must submit such information within 30 days of notice of change to the CDA for its direction. Any changes to the Project scope that are deemed Additional Services pursuant to the Agreement require prior approval by the CDA and execution of a formal amendment pursuant to the Agreement.

**Q. CDA's Performance Evaluation of Construction Documents:** The CDA will review the Consultant's performance in providing construction documents during design phase at the various design levels and after the project has been bid. The Consultant will be required to attend a meeting to discuss performance review.

**R. Timeliness of Performance:** All services must occur at the appropriate times required for the

timely execution and completion of the specified Deliverables in accordance with the schedule. Prior to Consultant's commencement of services, and at periodic times thereafter, the CDA may identify certain tasks or sub-tasks as having greater or lesser priority at that time, and Consultant must act in accordance with such changed priorities. Consultant must evaluate the impact on the schedule and review those impacts with the CDA as part of the approved change management process.

- S. Errors and Omissions:** The CDA has a committee (the "Reviewing Committee") that reviews every project for the potential of any errors and/or omissions that the Consultant may have made in the preparation of the design and Deliverables (as defined in Section II herein). The Reviewing Committee conducts internal reviews of alleged errors or omissions and provides a written analysis of its review to the Consultant. The Reviewing Committee will allow the Consultant an opportunity to respond to the review, in writing. If the CDA determines that the Consultant's project contained errors and/or omissions, the Reviewing Committee will meet with the Consultant in an attempt to resolve issues related to such errors and/or omissions.
- T. Sustainable Design:** As part of the CDA's goal to incorporate environmentally sustainable design in building and infrastructure improvements, Consultant is required to identify and provide a Leadership in Energy and Environmental Design ("LEED") accredited professional on its staff to assist with design. In entering into an Agreement with Consultant, the CDA may rely on Consultant's representation that the individual identified as a LEED accredited design professional either possesses a current Accredited Professional Certificate issued by the U.S. Green Building Council ("USGBC") or is in the process of being so certified by the USGBC. (It is strongly encouraged by the CDA that all participants be LEED Accredited.) If the individual is not yet certified by the USGBC as of the effective date of the Agreement (the "Effective Date"), the individual must be certified no later than 90 days after the Effective Date or be replaced with a design professional who is so certified. A copy of the individual's LEED certificate must be provided to the CDA upon request. Failure of the Consultant to comply with the foregoing or failure to maintain at all times thereafter at least one design professional with current LEED certification will constitute an Event of Default under the Agreement.

Consultant must reference the "Chicago Department of Aviation Sustainable Airport Manual", latest edition, evaluate all available options and make formal recommendations to the CDA for approval. Consultant must then implement and oversee the measures approved by the CDA. Consultant shall implement best management practices for each project, subject to approval by the CDA. (The Sustainable Airport Manual is available on the web at: [www.airportsgoinggreen.org](http://www.airportsgoinggreen.org). The manual can also be viewed at the CDA's office.

#### **U. Support Services**

- 1. Special Studies and Site Visits:** Consultant must research and prepare any special studies required for the planning and development of project scope requirements or parameters required by the CDA.
- 2. Design Management of Multiple Consultants Tasked by the Department:** At the direction of the CDA, the Consultant, through a Supplemental Task Order, must provide design management and coordination of other Consultants as assigned and designated by the CDA pursuant to the specific project Task Order.

On projects where multiple consultants of various disciplines are tasked to work together, the CDA will designate one of the consultants as the Project Lead Consultant for project management who in turn will coordinate the project design and document preparation for delivery to the CDA as a completed project. Management services will include all phases of design and construction. These management services will include, but not be limited to, construction cost estimating, plan and specification coordination, project meetings, technical reviews, submittal reviews and approval, as well as any necessary functions to insure projects are completed in accordance with the CDA's established standards, criteria, schedules and

budgets. All consultants must cooperate fully with the designated Project Lead Consultant.

3. **Peer Review:** Consultant may be requested to provide peer review services for work performed by other design consultants for the CDA, as well as analyzing other projects as requested to determine if they are completed in accordance with all applicable CDA standards criteria, schedules and budgets.
4. **Conferences:** Consultant must attend such conferences with representatives of the CDA and other involved and interested agencies as may be required. Consultant must keep meeting minutes and distribute same, in a timely manner, to attendees and other designated parties. Consultant must also assign a project manager qualified to act in liaison capacity, and be available at all times, on all matters pertinent to each Task Order project.

### III. Base Mapping BIM

1. **Discovery:** TOSR Design Team will collaborate with CDA, and partnering design consultants to assemble and validate available BIM models, historical CDA record documents, as-built conditions, and previous field investigation data to formulate and establish an As-built Building Information Model (BIM) for reference during future design services associated with the project. Researching existing conditions is often restricted due to limited access for inspection and verification, the base mapping analysis shall strategically evaluate and define building system structure based on, discovery, known conditions and logical engineering practices.
2. **BIM Disciplines:** The investigations effort and development of the BIM shall address civil, architectural, engineering and IT Infrastructure disciplines. The use of laser scanning services and verification of point cloud data will be utilized to develop a level 3 of sophistication model. Studio ORD shall identify the level of complexity, spatial envelop and extent of the BIM supporting the appropriateness of this effort.
3. **BIM Scope:** The extent of the BIM will include project scope as defined in the project Task Order, or as adequately agreed upon based on the project footprint to support future design efforts. Additionally, the BIM shall capture the site and utilities of the future development envelope of the project site area.
4. **BIM System Master Planning:** Project team mapping efforts will incorporate the BIM a process as outlined in the O'Hare Global Terminal BIM Management Plan. This effort will focus on bridging the existing operational infrastructure through the transformation of the project. A primary objective of this effort is to establish reliable and accurate information to strategically maintain the operational capacity of the existing facilities during the transformation of the project.
5. **BIM Deficiencies Log:** The design team is to monitor and maintain a Deficiencies Log identifying inaccuracies, suspect unforeseen and unknown conditions, potential risk and recommendations for further investigations to quantify and determine the actual as-built conditions. The deficiency log will be monitored and reviewed during monthly progress meetings with CDA and applicable stakeholders.
6. **Base Mapping Investigation:** The design team will provide recommendations to CDA on any special measures, services or further investigations required for Design Consultant(s), CMs, CMR or inspection services to perform supplemental investigations and reporting to reliably document as-built conditions. The design team will develop a data collection request, defining a roadmap of discovery and prescribing recommended field investigations, surveys, geo-technical reports, etc. will be developed and transmitted to CDA within 45 days of NTP.
7. **Data Collection Report:** (DCR) The Design Team, to assemble and coordinate the results and findings of the data collection efforts including a document reference log, memorandums of understanding from team meetings and interviews, reconciliation and findings resulting from the deficiency log and recommendations and the level of accuracy and reliability of the BIM. The DCR shall contain structure of the As-built BIM based on the criteria established within the BIM Management Plan. The DCR will contain recommendations for further development and identify areas of concern requiring further investigation and validation during future design and construction efforts, impact of findings on

future design efforts and key decisions for further progression of development.

8. **Final BIM Model:** The Design Team will incorporate the project BIM model into the O'Hare master model at the end of the project for CDA's use.

#### **IV. Deliverables**

In performing Services, Consultant must prepare, assist in the preparation of, provide or review deliverables and provide follow-up, including, but not limited to written reports, engineer's reports, plans, analysis, presentations, regulations, permit applications, design concepts, design work programs, design documents, design calculations, reference data, design manuals, contract drawings, documents submitted for permit, electronic data files, technical specifications, Assessment of Risk document, material schedules and quantity takeoffs, cost estimates, detailed design and construction schedules, graphs, charts, composite drawings and/or diagrams of existing conditions, preliminary and underlying data, supplemental surveys provided by or to the Consultant including results of site investigations, utility investigations, or supplemental investigations of subsurface conditions, and other documents and information necessary for performance of the Services ("Deliverables").

The CDA reserves the right to reject any and all Deliverables, which in the sole opinion of the Commissioner do not adequately represent the intended level of completion or standards of performance; do not include relevant or accurate information or data; or do not include all documents specified or reasonably necessary for the purpose for which the Agreement or individual Task Order was made with the Consultant or for which the CDA intends to use the Deliverables. Rejected deliverables must be revised, at the Consultant's cost, and resubmitted with the appropriate level of information and must include a letter indicating that the revisions to bring the project up to the appropriate level will be performed at the Consultant's cost and must indicate the level of effort for revising the rejected documents, a recovery schedule and narrative to demonstrate how the project will stay on schedule. Payment will not be made for documents that do not conform with the requirements of the deliverable.

#### **ALL DOCUMENTS CREATED UNDER THIS AGREEMENT ARE THE PROPERTY OF THE CITY OF CHICAGO**

##### **A. CADD Deliverables**

Consultant must submit to the CDA all CADD deliverables required by each specific Task Order and as required by the Agreement. All consultants and sub consultants must coordinate their efforts so that the Construction documents are developed following the CDA CADD Standards. These electronic submittals will be accepted by the CDA in "MicroStation" format (current CDA Version No. 8.1) only or the Consultant will be responsible for absorbing the costs associated with the conversion of the drawings to "MicroStation" and compliance with the CADD Standards. The electronic submittals must conform to the guidelines set forth in the current release of the City of Chicago, Department of Aviation, CADD Standards - CADD Standards User Manual. This document is available at the CDA office.

Each drawing must indicate the Consultant's name, address, phone number, Consultant and CDA project number, date or revision date, and scale, consistent with the title block specifications detailed in the CADD Standards.

All drawings and specifications must also be placed on the CDA's document management system (ProjectWise, SharePoint, etc.) on a regular basis. All files must be updated at least monthly.

Consultant must provide the number of hard copies and electronic copies as specified in the Task Order. For plans, Consultant must provide half scale drawings. All deliverables must be accompanied with a digital version in PDF bound similarly as the hard copy.

Consultant will submit the CADD Deliverables to the CDA for a 60-day acceptance period. During this period the CDA may review and examine the files, and Consultant must correct any errors detected during the 60-day acceptance period at no additional cost to the CDA.



**B. Specification Deliverables**

Consultant will be required to use the CDA's master specifications format (the "Chicago Department of Aviation Master Specifications") as the basis for writing and transmitting all specifications developed under the Agreement. The CDA will provide limited training on its Master Specification Format. Specifications submitted in a format other than the CDA Master Specification format will not be accepted.

New or customized specification sections, not currently included in the CDA Master Specifications, must be developed utilizing the CDA Master Specification format and software. Specifications must be transmitted for all reviews, between the Consultant and the CDA, electronically utilizing the CDA on-line file sharing system. A limited number of hard copies (printed) of the specifications may also be required for the review process.

Portions of Part I (Instruction to Bidders) and Part II (General Conditions) of the Contract Documents (specifications), produced by the CDA and/or Department of Procurement Services, will be provided to the Consultant for inclusion with their technical specifications, Part III (Technical Specifications), for printing. Consultant will be required to provide coordination input during the development of Parts I, II and III of the contract documents.

**C. Other Software Requirements**

Consultant will be required to utilize Oracle's Primavera™ Contractor (P6.1 or higher) software package and/or the latest updated version of Prolog software, or other software as the CDA may require. If the Consultant is required to purchase this software, the license and ownership for such software is not reimbursable.

## **Scope of Services**

### **Group B: Airport Engineering**

#### **I. Task Orders**

Consultant must perform, on a Task Order basis, the required airport engineering tasks of airfield and landside design and related services as specified in this RFQ, in a satisfactory manner consistent with the Chicago Department of Aviation (CDA) standards of performance. Such services will be determined on an as-needed basis and as described on a Task Order Services Request ("TOSR"). Task Order services may include but are not limited to: planning and programming, engineering, design services, drafting ("CADD"), master specification development, construction cost estimating, technical design review services, and management and administration during the project construction phase on projects for the CDA. Consultant will be responsible for technical accuracy; completeness and quality of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished to the CDA.

All services provided by the Consultant (the "Services") must be authorized by a written TOSR. Consultant acknowledges and agrees that the CDA is under no obligation to issue any TOSR through this solicitation.

Upon the written approval of the Commissioner, the CDA will issue a TOSR requesting a proposal from the Consultant for certain scope of services specified. The CDA is under no obligation to issue TOSRs to all Consultants in the Task Order pool. The TOSR will describe the project; establish the Services to be performed; and it will set forth the timeline for the completion of services requested therein. Consultant must respond by submitting a Proposal that must include, but is not limited to the following: cover letter, understanding and approach, deliverables, project schedule, detailed cost breakdowns in such detail as required for the specific task, all documentation required to substantiate compliance with the M/WBE participation requirements, fee, list of key personnel and all other associated substantiation documentation required under the TOSR. Consultant's Proposal must conform to the terms of the TOSR and the terms and conditions of the Agreement. Costs associated with the preparation of TOSR Proposals are not compensable under the Agreement.

Upon acceptance of Consultant's Proposal (subject to negotiation of terms and conditions by the CDA and Consultant, and in conformity with the terms of the Agreement), the CDA may, by written Task Order, direct Consultant to perform the Task Order services. Upon receipt of written approval of the Task Order from both the Commissioner and the Chief Procurement Officer ("CPO"), and an executed Blanket Release, Consultant will commence performance of the Services. If the Task Orders Services are subject to the approval by the Federal Aviation Administration, then Consultant must not commence its performance of the Services unless directed to do so by the CDA.

Full Discipline Team – For the purposes of this Agreement, Consultant must include as part of its design team all disciplines necessary to support the required services, including specialized subcontractors who are City approved to perform services in fields as required by the project. Consultant must be able to provide services related to airfield and landside design, including, but not limited to geometrics, grading, drainage, lighting, signage, pavement analysis and design, utility design and coordination, structural and geotechnical engineering, cost estimating, and other disciplines needed to complete design services for these projects. Consultant shall be aware that, based on the type and scope of the project, not all projects may require a full discipline team, however, in all cases, the Consultant is still required to meet the M/WBE participation requirements for each Task Order. Consultant is responsible for the coordination of all members of its design team.

Consultant teams should consider including members with experience the planning, design and delivery of civil and infrastructure projects that support aviation facilities. Project types will include runway and apron pavement, landside and airside roadway improvements, resurfacing, planning and master planning efforts. Projects experience should be of a complexity, size and scale of the O'Hare International Airport.

Consultant must, in connection with the performance of the Services, supply all of the personnel, materials, equipment, and/or software necessary to perform the Services and provide any administrative support necessary to satisfactorily perform the Task Order in accordance with the Agreement.

## II. Detailed Scope of Services

The Task Order(s) may include, but are not limited to, some or all of the services listed below.

- A. Planning:** Services may include, but are not limited to, some or all of the following as required in the Task Order: planning, programming, site selection, budgeting, scheduling, existing document and existing condition discovery, and other related tasks.
- B. Design Documents:** The Design Documents must illustrate and describe the refinement of the design of the Project and define the scope, relationships, forms, size and appearance of the Project by means of plans, sections, and elevations, typical sectional details, diagrams, and equipment layouts. The Design Documents must include specifications that identify major materials and systems, and establish, in general, their quality levels. Design Documents must also include all calculations, studies, technical evaluations and other tasks as required to provide complete Design Documents. The Design Documents effort is comprised of three (3) phases: (i) Concept Design, (ii) Design Development, and (iii) Schematic Design, Procurement, Permitting, Contract Documents.

Consultant must submit to the CDA a specified number of deliverables including, but not limited to, prints, specifications, and compact disks for each phase.

Consultant must ensure that all projects are in compliance with all local, state and federal requirements and codes. In addition, the Consultant must design each component of the project in accordance with the CDA's Design and Construction Standards. The CDA's Design and Construction Standards manual is available for review at the CDA offices at 10510 W. Zemke, Chicago, Illinois 60666. Where applicable, Consultant is encouraged to design within these standards and specifications or to prepare detailed technical justifications for any proposed variances.

**Phase i - Concept (10%) and Phase ii - Design Development Phases (0-30%).** At the outset of the design process, Consultant will be afforded the opportunity to review documented existing conditions, and project scope. Review of existing conditions includes review of existing plats of survey, as-built drawings, other preliminary data, and analyses prepared by others, including but not limited to topographic grading plans, subsurface conditions, geotechnical reports, hydraulic and hydrology data, and utility data. The CDA makes no warranty that the site conditions are true and correct. Consultant must evaluate the suitability of the site condition information to be used for design and request additional verification from the CDA and other parties as needed. After examination of available base mapping and survey information, Consultant will prepare requests for field survey necessary to complete its design. Field surveys and geotechnical analyses will typically be conducted by the CDA. If needed, Consultant must procure the services of a licensed Geotechnical Engineer and perform the services required to support preliminary design.

In general, during the Concept and Design Development phases the designer should address and define the entire facilities scope of the Project. This includes defining requirements for all, programmatic elements, environmental remediation, utility and other infrastructure systems. When alternatives do exist, these alternatives should be developed, evaluated and a recommendation made to CDA for selection. Routing, alignments and locations for distribution systems should be established. Subsequent phases of engineering design will refine the engineering studies and will be concentrated into preparing bid, permit and contract documents.

For all proposed facilities and structures, the Consultant must define the type, size and location for all, programmatic elements, environmental remediation, utility and other infrastructure systems and use subsequent phases of the design to provide additional details consistent with the initial design assumptions. Consultant must consider and document value engineering initiatives throughout this phase of the design. Airport operational impacts must be addressed by developing preliminary construction phasing and sequencing schemes. Consultant must develop assumptions regarding airport/airline operations. This preliminary project implementation plan should include an assessment of its compliance with the overall project schedule and its potential cost implications.

At the completion of the Design Development Phase, Consultant must prepare a deliverable which must include a Basis of Design Report, plans, specifications, and a preliminary designer's opinion of probable construction cost. The preliminary opinion of probable cost must be allocated to each package identified through the development of the Design Development Phase.

**Phase iii - Schematic Design, Procurement, Permitting, Contract Document Phase.**

Consultant will be required to complete the construction documents for each Construction Bid Package or Work Package and prepare and submit drawings, specifications, calculations, the SAM Sustainable Design Checklist, and design reports at the 60% and 90% completion levels. The Consultant must submit design documents to the CDA on a schedule consistent with schedule established in the Task Order.

The Consultant will be responsible for responding to all review comments in writing and making necessary changes to the contract documents prior to subsequent submittals, and for production and delivery of bid packages as directed by the CDA.

The number of bid packages to be prepared will be determined in conjunction with the development of the project and finalized during scoping and negotiations for the design development effort.

- 1. 60% Design Submittal.** Consultant must provide 60% Design Documents, based on the accepted Concept Design Phase submission. The 60% submittal must include a draft of the project specifications in their final format containing adequate technical information to supplement the drawings and to quantify materials, sizes, shapes and capacities. Consultant's 60% submittal is required to include an identification of all long lead procurement items. Consultant must provide all calculations necessary to determine the final requirements and configuration of all parts of all systems required for the execution of all construction work.

At the 60% design level, Consultant must provide an opinion of probable cost for the construction of the Project. The Consultant will submit this to the CDA for acceptance. If the designer's opinion of probable cost exceeds the CDA budget, then the Consultant may be required to assist the CDA in identifying construction cost reductions necessary to produce a probable cost estimate that is at or less than the CDA budget.

The CDA will review and provide comments on the entire 60% submittal. A single consolidated set of review comments will be prepared and provided to the Consultant at the end of the review period. After delivery of the comments to the Consultant, the CDA will schedule and conduct a meeting to review responses to review comments.

In addition to the CDA's review, the Consultant's 60% Design Documents will be submitted to appropriate jurisdictional agencies for review, comment and approval (if applicable). The Consultant will assist in obtaining agency approvals of plans and specifications, including updates and re-submittal of appropriate documentation.

- 2. 90% Design Submittal (Issue for Permit).** The 90% submittal of Design Documents must address all comments and information received from the 60% Design Documents and provide comprehensive and essentially complete pre-final Construction Documents of a format and completeness sufficient for public procurement and construction. The documents must be complete with the exception of minor corrections/adjustments required to respond to final design review. At the 90% submittal, all specifications must be complete and coordinated with all drawings. Calculations must be finalized with all necessary corrections from the 60% submittal.

Consultant must provide an updated Designer's Opinion of Probable Construction Cost based on the 90% level Design Documents. The updated opinion of probable cost will be reviewed by the CDA and will be compared to the project's current working estimate. Consultant must reconcile cost estimates with the CDA's construction manager and other CDA-engaged entities

at the request of the Commissioner. If the updated opinion of probable cost exceeds the current working estimate, then the Consultant may be required to assist the CDA in identifying construction cost reductions necessary to produce a probable cost estimate that is at or less than the current working estimate of the project. The 90% design documents must be revised to incorporate any such accepted cost reduction measures.

The CDA will review and provide comments on the Consultant's 90% submittal. A single consolidated set of review comments will be prepared and provided to the Consultant at the end of the review period. After delivery of the comments to the Consultant, the CDA will schedule and conduct a meeting to review responses to review comments.

Consultant's 90% Design Documents will be submitted to appropriate jurisdictional agencies for review, comment and approval (if applicable). The Consultant will assist in obtaining agency approvals, including required permits for plans and specifications, including updates and re-submittal of appropriate documentation.

- 3. Issued for Procurement Review (100% Construction Documents).** After resolution of all comments received from the 90% design submittal, Consultant must provide a complete set of Construction/Bid Documents for review by the City's Department of Procurement Services (DPS) along with the final Opinion of Probable Construction Cost. DPS will review and provide comments relative to the procurement process. Upon receipt of the comments the Consultant will make all required final edits to the bid documents. Consultant will incorporate comments resulting from DPS's review and prepare the Issue for Bid Documents as described below.

Consultant must document their assessment of project risks and submit this assessment to the City along with the Issued for Procurement Review set. Consultant must document the source of the risk, attempts made during the course of the design to mitigate these risks, and potential effects and/or outcomes arising from unmitigated risks.

- C. Issued for Bid Final Drawings and Specifications:** Issue for Bid drawings and specifications shall be 100% complete, as required, for bidding and contain all information and documentation required to successfully price the project. The Issue for Bid drawings and specifications shall incorporate all prior review comments, DPS comments, and permit review comments to ensure there are no added changes to the project.
- D. Bid Award Phase:** Consultant must assist the CDA in preparing the documents for bids, preparation of bid documents addenda, attending pre-bid meetings, providing written evaluation of bids as requested, and reconciling any differences between bids received and the final construction estimate.
- E. Issued for Construction Documents:** Consultant will prepare the "Issued for Construction" set of final construction documents that conform all addenda and clarifications with the Issued for Bid document.
- F. Permitting Process:** Consultant, with the assistants of the CDA, will be responsible for arranging reviews at the various stages of the design process, with the Chicago Department of Planning, Mayor's Office for People with Disabilities and Chicago Department of Buildings and other agencies that support the permitting process (Department of Transportation Office of Underground Construction, Chicago Dept. of Transportation, Department of Water Management, Chicago Fire Department, etc.). At the 90% completion phase the Consultant must complete the permit application (except for contractor information) and submit the application and upload all Construction document Drawings and all detailed structural calculations, along with the CDA's approval letter, to the Department of Buildings for the permit review process. Consultant must follow up on the review progress throughout the permit process to make all required corrections and provide all required clarification documentation.
- G. Construction Phase:** Consultant must review and approve samples, shop drawings and other

submissions for compliance with the contract documents. Site visitation will occur upon request of the CDA to determine the progress and quality of the work and whether the work is proceeding in accordance with the contract documents. These visits will include participation in job construction meetings. When requested, the Consultant must also inspect and certify, when substantial completion occurs, and participate in punch list preparation. Consultant must make its Services available for the interpretation of plans and specifications where disagreement may arise or due to any foreseen or unusual construction conditions. Consultant must review and respond to Requests for Information ("RFI"). Consultant must review change proposals and prepare bulletins as required. Consultant will provide consultation and recommendations in response to contractor generated value engineering proposals. To the extent that Consultant is required to make substantial revisions to the contract documents to incorporate any changes not resulting from any error and omissions by Consultant, Consultant shall be entitled to request fee for these Additional Services. Responsibilities of the Consultant during the construction phase will be specified in the Task Order. The Consultant will provide Commissioning of Services when directed by the CDA.

- H. Post Construction:** Consultant must assist in verification of punch list completion and final inspections of the project as well as start-up of building systems and equipment as required. Consultant is responsible for reviewing the contractor's as-built drawing submittals, warranties, operation and maintenance manuals, and closeout information for accuracy and completeness. The CDA will review the Consultant's performance in providing services during Construction after the project punch list is complete. The Consultant will be required to attend a meeting to discuss the performance review. The Consultant will be required to prepare a final set of record drawings and corrected specifications for archiving. The record documents must conform to the BIM/CADD Standard described in III.A., BIM/ CADD Deliverables.
- I. Project Scheduling:** Consultant will be responsible for following and maintaining the Design Schedule, provided by the CDA throughout the duration of the Task Order. The Design Schedule will consist of a Baseline Schedule and Monthly Schedule Updates (MSU) using an accepted Critical Path Scheduling software package such as Oracle Primavera Contractor or industry standard equivalent.

The design schedule must demonstrate a means to accomplish detailed tasks and ensure completion by milestone dates and include the subsequent review/approval process and time for incorporation of the final comments. Logic ties and activities that represent a critical path through the phases must be reflected in the schedule. Key interface points, and input required from other stakeholders are to be shown with dates that support the design schedule. In coordination with the CDA, Consultant must submit detailed schedule(s) that expands on the design schedule and ultimately supports the overall Program schedule.

Consultant must have an individual who is identified as a Key Personnel, who can apply sound scheduling practices and is skilled in planning and application of network techniques for design and construction projects and the use of critical path scheduling software.

#### 1. Design Schedule General Requirements

- The schedule must be developed to match the Work Breakdown Structure (WBS) provided by the CDA. Additional coding will be required to allow the schedule to be sorted in various formats.
- Prior to submitting the schedule the Consultant must review all proposed changes from the CDA.
- Activities shown in the schedules must include all deliverables as defined in the Contract Documents.
- Key interface points, contract modifications, addendums, bulletins, etc. must be identified.

- Consultant must resource load each activity with labor hour requirements consistent with the personnel classifications used in the development of the fee schedules.
- The schedule must support the issuance of all Permits and Agreements which will be supplied by the CDA.
- All activity Constraint dates must be approved by the CDA.

2. Calendars

Schedules for design and procurement will be based on a five-day calendar with holidays and schedules for construction will be based on a 7-day calendar. Additional calendars may be allowed pending approval by the CDA.

3. Baseline Schedule

The Baseline Schedule is a fixed project schedule used in measuring project progress and contract performance. Schedule assumptions supporting the basis of the baseline schedule will be listed and submitted. Consultant's Baseline schedule must show all work to be completed within the contract time limit.

A Draft of the Baseline Schedule must be submitted fifteen (15) days after the issuance of Notice-to-Proceed. The approval of the Baseline schedule is done for the sole purpose of ensuring all Critical Path Method (CPM) scheduling documents prepared by the Consultant are in conformance with the Agreement's requirements.

The execution of amendments to the Scope of Services, as described herein, will require that Consultant re-baseline the Project Schedule.

4. Monthly Schedule Update (MSU)

The MSU is used to compare the current and forecasted performance to the planned performance. The schedule is due the 1st Monday of the month and must indicate a Data Date of the 1st of the month.

As part of the MSU, the Consultant must prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include but not be limited to the following information:

- Summary of Work accomplished during the past update period
- Analysis of critical path(s)
- Analysis of time lost/gained during the update period
- Identification of problem areas
- Recommended solutions to current problems

The Consultant must not modify the original durations, activity relationships, constraints, manpower, costs, add or delete activities, or alter Project CPM Schedule's logic when updating the Project CPM Schedule without approval from the CDA.

- J. Coordination:** Consultant must provide technical and production-related coordination with respect to the services provided by other consultants for related or enabling projects. The CDA will provide general management of the Consultant and other consultants as necessary to accomplish the required coordination.

**K. Quality Assurance Plan and Quality Control Procedures (QA/QC):** The Consultant will be required to prepare a comprehensive plan for QA/QC of its own engineering design work, including structured peer reviews, conformity to design standards, constructability reviews, drawing completeness and accuracy, and internal consistency and coordination. The procedures must address the following:

1. Management responsibility
2. Design standard and documents
3. Document Control
4. Process Control
5. Standard of Care

The firm's QA/QC plan, for each Task Order, must be submitted to the CDA as part of the proposal for the TOSR.

**L. Progress Reporting:** Once each calendar month, Consultant must submit an invoice to the CDA along with a Progress Report on Services performed during the preceding one-month period. The invoice and report are due the 15th of the month following the reporting month.

The progress report format will be as directed by the CDA and must at a minimum contain the following sections.

- Project Summary Narrative Report. This report must identify the Services completed in the prior month, Services to be completed in the current month, and areas of design concern, if any.
- Summary of percent completion of major tasks and objectives defined in the Detailed Scope of Services, including any necessary back-up information.
- Cost Status/Earned Value Summary Report. The CDA will provide an example of an electronic version of this report to Consultant.
- Bar chart schedule at a level of detail as directed by the CDA.
- The Consultant must confirm the status of the estimate or opinion of probable cost relative to the Basis of Design in each Monthly progress report and as required by the CDA.
- The Consultant must attest that all design files have been uploaded to the specified document management system (i.e. ProjectWise, SharePoint, etc.) and that the uploaded files are current as of the date of the Progress Report.
- Monthly Schedule Update in accordance with the requirements included herein.

**M. Document Management:** All documents produced as part of the Consultant's Services under this Agreement must be produced and recorded in accordance with the CDA's document preparation and management requirements, which will be provided to Consultant separately.

**N. Technical Coordination Support:** The Consultant may be required from time to time to participate in discussions and/or other coordinating roles with any of the following organizations, working through the CDA:

- Airline representatives;
- CDA operations and facility groups;
- CDA planning and aviation consultants;



- CDA construction managers;
- Federal Aviation Administration;
- Transportation Security Administration;
- Emergency response agencies;
- Construction Manager;
- Planning/Environmental Consultants
- Other architectural/engineering design consultants
- Regulatory agencies; and/or
- Public utilities

**O. Value Engineering:** The CDA will provide the Consultant an opportunity to implement a Value Engineering (VE) process.

The criteria included within FAA Advisory Circular 150/5300-15 is referenced to guide the application of any VE proposal. The Consultant must submit a request for a VE review and receive written approval prior to implementing any change to the project approach depicted within the Project scope. This VE request must, at a minimum define the probable opportunity for life-cycle costs savings, the suggested revision purpose, design restrictions and possible operations and schedule impacts. A VE request for consideration must be submitted prior to the completion of the Preliminary Engineering Phase. If granted, the Consultant will fully develop a Value Engineering Plan to a negotiated scope and fee. Sharing of the VE life-cycle savings will not be considered in the final services agreement.

Opportunities exist for VE benefit to the CDA on tasks such as, but no limited to, program/project phasing and sequencing, materials management and sustainability initiatives.

**P. Change Management:** If the CDA identifies any changes that it wishes to make to the Project scope, it will notify the Consultant or, if Consultant believes that any recommendations made by the City will result in a change of project scope, it will notify the CDA. The Consultant will then quantify the cost impacts of such changes (i.e., construction, engineering, management, project insurance and contingency) and calculate the impact on the Schedule. In addition, the Consultant must identify the decisions needed to evaluate the change and the responsible parties for such decisions. Consultant must submit such information within 30 days of notice of change to the CDA for its direction. Any changes to the Project scope that are deemed Additional Services pursuant to the Agreement require prior approval by the CDA and execution of a formal amendment pursuant to the Agreement.

**Q. CDA's Performance Evaluation of Construction Documents:** The CDA will review the Consultant's performance in providing construction documents during design phase at the various design levels and after the project has been bid. The Consultant will be required to attend a meeting to discuss performance review.

**R. Timeliness of Performance:** All services must occur at the appropriate times required for the timely execution and completion of the specified Deliverables in accordance with the schedule. Prior to Consultant's commencement of services, and at periodic times thereafter, the CDA may identify certain tasks or sub-tasks as having greater or lesser priority at that time, and Consultant must act in accordance with such changed priorities. Consultant must evaluate the impact on the schedule and review those impacts with the CDA as part of the approved change management process.

**S. Errors and Omissions:** The CDA has a committee (the "Reviewing Committee") that reviews every project for the potential of any errors and/or omissions that the Consultant may have made

in the preparation of the design and Deliverables (as defined in Section II herein). The Reviewing Committee conducts internal reviews of alleged errors or omissions and provides a written analysis of its review to the Consultant. The Reviewing Committee will allow the Consultant an opportunity to respond to the review, in writing. If the CDA determines that the Consultant's project contained errors and/or omissions, the Reviewing Committee will meet with the Consultant in an attempt to resolve issues related to such errors and/or omissions.

- T. Sustainable Design:** As part of the CDA's goal to incorporate environmentally sustainable design in building and infrastructure improvements, Consultant is required to identify and provide a Leadership in Energy and Environmental Design ("LEED") accredited professional on its staff to assist with design. In entering into an Agreement with Consultant, the CDA may rely on Consultant's representation that the individual identified as a LEED accredited design professional either possesses a current Accredited Professional Certificate issued by the U.S. Green Building Council ("USGBC") or is in the process of being so certified by the USGBC. (It is strongly encouraged by the CDA that all participants be LEED Accredited.) If the individual is not yet certified by the USGBC as of the effective date of the Agreement (the "Effective Date"), the individual must be certified no later than 90 days after the Effective Date or be replaced with a design professional who is so certified. A copy of the individual's LEED certificate must be provided to the CDA upon request. Failure of the Consultant to comply with the foregoing or failure to maintain at all times thereafter at least one design professional with current LEED certification will constitute an Event of Default under the Agreement.

Consultant must reference the "Chicago Department of Aviation Sustainable Airport Manual", latest edition, evaluate all available options and make formal recommendations to the CDA for approval. Consultant must then implement and oversee the measures approved by the CDA. Consultant shall implement best management practices for each project, subject to approval by the CDA. (The Sustainable Airport Manual is available on the web at: [www.airportsgoinggreen.org](http://www.airportsgoinggreen.org). The manual can also be viewed at the CDA's office.

- U. Project Management System:** The CDA has a committed to using an electronic project management reporting system that the Consultant should be prepared to use for all document submittals and deliverables.

## **V. Support Services**

- 1. Special Studies and Site Visits:** Consultant must research and prepare any special studies required for the planning and development of project scope requirements or parameters required by the CDA .
- 2. Design Management of Multiple Consultant Tasked by the Department:** At the direction of the CDA, the Consultant, through a Supplemental Task Order, must provide design management and coordination of other Consultants as assigned and designated by the CDA pursuant to the specific project Task Order.

On projects where multiple consultants of various disciplines are tasked to work together, the CDA will designate one of the consultants as the Project Lead Consultant for project management who in turn will coordinate the project design and document preparation for delivery to the CDA as a completed project. Management services will include all phases of design and construction. These management services will include, but not be limited to, construction cost estimating, plan and specification coordination, project meetings, technical reviews, submittal reviews and approval, as well as any necessary functions to insure projects are completed in accordance with the CDA's established standards, criteria, schedules and budgets. All consultants must cooperate fully with the designated Project Lead Consultant.

- 3. Peer Review:** Consultant may be requested to provide peer review services for work performed by other design consultants for the CDA, as well as analyzing other projects as requested to determine if they are completed in accordance with all applicable CDA standards

criteria, schedules and budgets.

4. **Conferences:** Consultant must attend such conferences with representatives of the CDA and other involved and interested agencies as may be required. Consultant must keep meeting minutes and distribute same, in a timely manner, to attendees and other designated parties. Consultant must also assign a project manager qualified to act in liaison capacity, and be available at all times, on all matters pertinent to each Task Order project.

## W. Base Mapping BIM

1. **Discovery:** TOSR Design Team will collaborate with CDA, and partnering design consultants to assemble and validate available BIM models, historical CDA record documents, as-built conditions, and previous field investigation data to formulate and establish an As-built Building Information Model (BIM) for reference during future design services associated with the project. Researching existing conditions is often restricted due to limited access for inspection and verification, the base mapping analysis shall strategically evaluate and define building system structure based on, discovery, known conditions and logical engineering practices.
2. **BIM Disciplines:** The investigations effort and development of the BIM shall address civil, architectural, engineering and IT Infrastructure disciplines. The use of laser scanning services and verification of point cloud data will be utilized to develop a level 3 of sophistication model. Studio ORD shall identify the level of complexity, spatial envelop and extent of the BIM supporting the appropriateness of this effort.
3. **BIM Scope:** The extent of the BIM will include project scope as defined in the project Task Order, or as adequately agreed upon based on the project footprint to support future design efforts. Additionally, the BIM shall capture the site and utilities of the future development envelope of the project site area.
4. **BIM System Master Planning:** Project team mapping efforts will incorporate the BIM a process as outlined in the O'Hare Global Terminal BIM Management Plan. This effort will focus on bridging the existing operational infrastructure through the transformation of the project. A primary objective of this effort is to establish reliable and accurate information to strategically maintain the operational capacity of the existing facilities during the transformation of the project.
5. **BIM Deficiencies Log:** The design team is to monitor and maintain a Deficiencies Log identifying inaccuracies, suspect unforeseen and unknown conditions, potential risk and recommendations for further investigations to quantify and determine the actual as-built conditions. The deficiency log will be monitored and reviewed during monthly progress meetings with CDA and applicable stakeholders.
6. **Base Mapping Investigation:** The design team will provide recommendations to CDA on any special measures, services or further investigations required for Design Consultant(s), CMs, CMR or inspection services to perform supplemental investigations and reporting to reliably document as-built conditions. The design team will develop a data collection request, defining a roadmap of discovery and prescribing recommended field investigations, surveys, geo-technical reports, etc. will be developed and transmitted to CDA within 45 days of NTP.
7. **Data Collection Report:** (DCR) The Design Team, to assemble and coordinate the results and findings of the data collection efforts including a document reference log, memorandums of understanding from team meetings and interviews, reconciliation and findings resulting from the deficiency log and recommendations and the level of accuracy and reliability of the BIM. The DCR shall contain structure of the As-built BIM based on the criteria established within the BIM Management Plan. The DCR will contain recommendations for further development and identify areas of concern requiring further investigation and validation during future design and construction efforts, impact of findings on future design efforts and key decisions for further

progression of development.

8. **Final BIM Model:** The Design Team will incorporate the project BIM model into the O'Hare master model at the end of the project for CDA's use.

### III. Deliverables

In performing Services, Consultant must prepare, assist in the preparation of, provide or review deliverables and provide follow-up, including, but not limited to written reports, engineer's reports, plans, analysis, presentations, regulations, permit applications, design concepts, design work programs, design documents, design calculations, reference data, design manuals, contract drawings, documents submitted for permit, electronic data files, technical specifications, Assessment of Risk document, material schedules and quantity takeoffs, cost estimates, detailed design and construction schedules, graphs, charts, composite drawings and/or diagrams of existing conditions, preliminary and underlying data, supplemental surveys provided by or to the Consultant including results of site investigations, utility investigations, or supplemental investigations of subsurface conditions, and other documents and information necessary for performance of the Services ("Deliverables").

The CDA reserves the right to reject any and all Deliverables, which in the sole opinion of the Commissioner do not adequately represent the intended level of completion or standards of performance; do not include relevant or accurate information or data; or do not include all documents specified or reasonably necessary for the purpose for which the Agreement or individual Task Order was made with the Consultant or for which the CDA intends to use the Deliverables. Rejected deliverables must be revised, at the Consultant's cost, and resubmitted with the appropriate level of information and must include a letter indicating that the revisions to bring the project up to the appropriate level will be performed at the Consultant's cost and must indicate the level of effort for revising the rejected documents, a recovery schedule and narrative to demonstrate how the project will stay on schedule. Payment will not be made for documents that do not conform with the requirements of the deliverable.

### **ALL DOCUMENTS CREATED UNDER THIS AGREEMENT ARE THE PROPERTY OF THE CITY OF CHICAGO**

#### **A. CADD Deliverables**

Consultant must submit to the CDA all CADD deliverables required by each specific Task Order and as required by the Agreement. All consultants and sub consultants must coordinate their efforts so that the Construction documents are developed following the CDA CADD Standards. These electronic submittals will be accepted by the CDA in "MicroStation" format (current CDA Version No. 8.1) only or the Consultant will be responsible for absorbing the costs associated with the conversion of the drawings to "MicroStation" and compliance with the CADD Standards. The electronic submittals must conform to the guidelines set forth in the current release of the City of Chicago, Department of Aviation, CADD Standards - CADD Standards User Manual. This document is available at the CDA office.

Each drawing must indicate the Consultant's name, address, phone number, Consultant and CDA project number, date or revision date, and scale, consistent with the title block specifications detailed in the CADD Standards.

All drawings and specifications must also be placed on the CDA's document management system (ProjectWise, Sharepoint, etc.) on a regular basis. All files must be updated at least monthly.

Consultant must provide the number of hard copies and electronic copies as specified in the Task Order. For plans, Consultant must provide half scale drawings. All deliverables must be accompanied with a digital version in PDF bound similarly as the hard copy.

Consultant will submit the CADD Deliverables to the CDA for a 60-day acceptance period. During this period the CDA may review and examine the files, and Consultant must correct any errors detected during the 60-day acceptance period at no additional cost to the CDA.

**B. Specification Deliverables**

Consultant will be required to use the CDA's master specifications format (the "Chicago Department of Aviation Master Specifications") as the basis for writing and transmitting all specifications developed under the Agreement. The CDA will provide limited training on its Master Specification Format. Specifications submitted in a format other than the CDA Master Specification format will not be accepted.

New or customized specification sections, not currently included in the CDA Master Specifications, must be developed utilizing the CDA Master Specification format and software. Specifications must be transmitted for all reviews, between the Consultant and the CDA, electronically utilizing the CDA on-line file sharing system. A limited number of hard copies (printed) of the specifications may also be required for the review process.

Portions of Part I (Instruction to Bidders) and Part II (General Conditions) of the Contract Documents (specifications), produced by the CDA and/or Department of Procurement Services, will be provided to the Consultant for inclusion with their technical specifications, Part III (Technical Specifications), for printing. Consultant will be required to provide coordination input during the development of Parts I, II and III of the contract documents.

**C. Other Software Requirements**

Consultant will be required to utilize Oracle's Primavera™ Contractor (P6.1 or higher) software package and/or the latest updated version of Prolog software, or other software as the CDA may require. If the Consultant is required to purchase this software, the license and ownership for such software is not reimbursable.

## **Exhibit 2**

### **Sample Schedule of Compensation**

#### **A. Task Order Services**

If Consultant is issued a Task Order for work, Consultant will be paid pursuant to the price proposals/budgets submitted in response to Task Order Services Requests (TOSRs) issued by the City and the terms and conditions described herein.

Consultant must not begin or continue work unless it has a properly issued Task Order pursuant to the terms and conditions of this Agreement; Consultant will not be compensated for any work done without the express written direction of the City via a Task Order.

**B. Maximum Compensation:** The maximum aggregate compensation for the Services for all Task Orders issued to Consultant in accordance with this Agreement shall not exceed \$\_\_\_\_\_ ("Vendor Limit") without a formal amendment of this Agreement in accordance with Section 3.1.4.9. of this Agreement.

**C. Payment for work without a Task Order:** The Consultant does not have a right to perform, and the City shall not be obligated to pay for, any Services unless the City has issued a Task Order to the Consultant for the Services .

**D. Method of Payment:** Contractor shall submit invoices and be paid pursuant to Section 5.4.2. of the Agreement for satisfactory completion of Services. Satisfactory completion of the Services means Consultant has provided Deliverables acceptable to the City and achieved agreed upon milestones timely. It will not be construed solely in terms of expenditure of Consultant's time.

**E. Audits:** In accordance with the audit provisions of this Agreement, the City reserves the right to audit Consultant's overhead and burden rate(s) and/or any of the components of the compensation. The Consultant must have an annual audit performed by a Certified Public Accountant in accordance with the Federal Acquisition Regulations, 48 CFR 1, Part 31 (FAR).

#### **F. Cost Plus Percentage Fee Methodology**

Contractor will be compensated for its Services based on actual costs plus a percentage fee (i.e., profit). Contractor shall submit percentage fee on a task order by task order basis. Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Contract. As further described below, compensation will consist of: the actual cost of labor (not to exceed the maximum hourly rates per position as set forth in Exhibit 2A); overhead and burden (including but not limited to payroll related taxes, insurance, and fringe benefits); the percentage fee; certain direct costs; and Subcontractor costs. The Multiplier is inclusive of overhead, burden and not the percentage fee that will be submitted by the Contractor for each Task Order Proposal. Actual labor costs are multiplied by the Multiplier to arrive at the billable amount for Contractor's Services performed by Contractor's own forces. Direct costs and Subcontractor costs incurred by the Contractor are reimbursable without mark-up of any kind by Contractor, including but not limited to Contractor's administrative costs or Subcontractor's profit.

- 1. Labor Costs:** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Contractor's employees for the time spent in the performance of Services under this Contract (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Contractor by position classification are set forth in Exhibit 2A. Upon request, position classifications and maximum hourly rates may be adjusted at the City's discretion, on an annual basis, but any such adjustment in rates shall not increase hourly labor rates by more than 4% each year or the CPI for Kenosha-Gary-Chicago area, whichever is lower. Labor costs associated with Contractor's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and prior approval of the City.

**2. Multiplier:** The Multiplier is inclusive of Overhead, Burden and not the Percentage Fee. "Overhead" includes the non-payroll indirect costs of the home and branch offices of Contractor which are allowable and allocable to the Services, and "Burden" includes payroll-related costs (e.g., payroll related taxes, insurance, and fringe benefits). The Overhead and Burden rates applicable to Contractor employees who perform Services in relation to this Contract shall be the Contractor's audited rates approved by Illinois Department of Transportation ("IDOT"), the United States Department of Transportation ("USDOT") or another governmental authority recognized by the City. The Contractor must provide evidence of approval of the Overhead and Burden rate by IDOT, USDOT or another cognizant authority on a yearly basis. However, the combined Overhead and Burden rate included in the multiplier shall not exceed a maximum of 150% of labor costs.

**a. Limitation on Overhead and Burden.** In the event the Contractor does not have approved rates, the combined rates for Overhead and Burden will not exceed 150% for home office work, 125% for field offices, and 100% for field inspectors without an office or those working out of City offices. Further, the Contractor shall have one year in which to obtain Overhead and Burden rates approved by IDOT. Failure to do so is an event of default.

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

1. the current rate determined by IDOT, USDOT, or approved agency;
2. the actual applicable rate for that time period determined at a later date by IDOT, USDOT, or approved agency;
3. the actual applicable rate for that time period determined at a later date by an audit acceptable to the City;
4. the rate negotiated by the City and Consultant for a given budget subject to the limitation in (i) above.

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

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

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

- 1. Drawings, Printing and Reproduction Costs.** The costs of all printing, binding and reproduction related only to the production of the milestone submittals to the City.
- 2. Long Distance Telephone/Telegraph and Shipping Costs.** Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for Construction Engineering field services only.
- 3. Travel and Related Expenses.** Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Consultant must obtain prior written approval from the City for expenses related to travel into or out of the City. All such expenses must conform with the City's travel

reimbursement guidelines, pursuant to Section 4.13 of the Agreement. Expenses incurred for travel in Chicago will be subject to Group II Limitations as set forth in the City's guidelines. The City will pay current auto mileage to Consultant and/or Subcontractors for travel associated within project site visits as required by the Commissioner/Executive Director. The auto mileage rate within current City policy is- set forth in Section 4.13 of the Agreement and may be amended from time to time by the City Office of Budget & Management.

- 4. Equipment, Tools and Vehicles.** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Consultant's performance of the Services, provided that any such item purchased will become the property of the City and further provided that Consultant must obtain prior written approval of the City for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$200.
  - 5. Permits and Fees.** Costs to Consultant for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Consultant may include in its Overhead cost pool).
  - 6. Premium on Overtime.** To the extent that Consultant pays its employees a premium in excess of its hourly rates for overtime spent on the Project and such premium is not included in the calculation of Burden rates, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of the multiplier. Any such overtime must be in accordance with Consultant's policies which are subject to prior approval by the City.
  - 7. Miscellaneous.** Any other costs or expenses incurred by Consultant as reasonable and necessary for the proper performance of the Services and allowable and directly allocable to the project. Any such expenditure in excess of \$1,000 will require prior approval of the Commissioner.
- H. Subcontractors.** The City will reimburse Contractor for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Contractor in accordance with the terms and conditions of this Contract, subject to the City's prior written approval. In no event is Contractor entitled to any mark-up of Subcontractor costs. The costs of Subcontractors which are reimbursable to Contractor will include the Subcontractors' Labor Costs, Overhead, Burden, profit and Direct Costs. Subcontractor compensation is subject to the same terms and limitations established for Contractor's compensation in this Exhibit 2, including but not limited to audits, maximum multiplier rates and the prohibition on mark-up on Direct Costs.
- I. Percentage Fee.** A percentage fee will be submitted by the Contractor as profit to be earned in Contractor's performance of Services under this Contract for each Task Order Proposal.
- J. Compensation Example.** Allowability and allocability of costs will be determined in accordance with the terms and conditions of this Contract. As further described above, compensation will consist of:

Actual direct labor costs (rates paid may not exceed the corresponding Maximum Hourly Labor Rates for each title/position)

x (times) 1.05 (this reflects a 5% profit to be earned for the satisfactory completion of Services).

+ (plus) Overhead and Burden (including but not limited to payroll related taxes, health insurance, all insurance and fringe benefits).

The cost of overhead and burden is calculated by multiplying the actual direct labor costs by the approved overhead and burden rate. This rate may not exceed 1x, or 100% of the actual direct labor costs for staff working at the Aviation Administration Building or other City owned premises, and 1.5x, or 150% for staff



at the Contractor's corporate home offices.

+ (plus) Subcontractor costs (described below)

+ (plus) Direct costs (described below)

Direct costs and Subcontractor costs incurred by the Contractor are reimbursable without mark-up of any kind by Contractor, including but not limited to Contractor's administrative costs or profit.

Compensation = [actual direct labor cost x 1.05] + overhead and burden + subcontractor costs + direct costs

**Example #1:** Contractor bills the City for 1 hour to prepare an application, performed at the AAB at \$10.00 an hour and \$5.00 for the associated permit fee.

Compensation = Actual Direct Labor (ADL) + [Actual Direct Labor (ADL) x Profit] + Overhead (ADL x 1.0) + Sub Costs + Direct Cost  
= \$10.00 + [\$10.00 x .05] + (\$10.00 x 1) + \$5.00  
= \$10.00 + \$0.50 + \$10.00 + \$5.00  
= \$25.50

**Example #2:** Contractor bills the City for 1 hour to prepare an application, performed at the Contractor's corporate office at \$10.00 an hour and \$5.00 for the associated permit fee.

Compensation = Actual Direct Labor (ADL) + [Actual Direct Labor (ADL) x Profit] + Overhead (ADL x 1.5) + Sub Costs + Direct Cost  
= \$10.00 + [\$10.00 x .05] + (\$10.00 x 1.5) + \$5.00  
= \$10.00 + \$0.50 + \$15.00 + \$5.00  
= \$30.50

### **Exhibit 3: Sample Professional Services Contract**

#### Exhibit 4: Special Conditions Regarding MBE/WBE Participation



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Shannon E. Andrews Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284  
**Fax: 312-744-3281**

#### **MBE & WBE SPECIAL CONDITIONS FOR TASK ORDER SERVICES CONTRACTS**

#### **ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES**

##### **1.1. 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 percentages of the total Contract Price (inclusive of any and all modifications and amendments), if awarded, for Contract participation by MBEs and WBEs:

| MBE Percentage | WBE Percentage |
|----------------|----------------|
| 25%            | 5%             |

The Contractor also commits to make Good Faith Efforts to expend at least the same percentages (unless otherwise specified by the City when requesting a particular Task Order Proposal) of the total Task Order Price (inclusive of any and all modifications and amendments), if awarded, for participation by MBEs and WBEs on each individual Task Order.

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 on the Master Consulting Contract (to the extent of the MBE or WBE participation in such joint venture and work on the Task Order), 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 Task Order from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

**Note:** MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both 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 Task Order Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In

appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of the Task Order.

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 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 Task Order Specific Goals, or it may be in addition to the Task Order Specific Goals.

## **1.2. 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.*

**"B.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"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. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal.

**"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 Task Order 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 Task Order 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. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

**"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.

**"Master Consulting Contract"** means the task-order based consulting agreement under which Task Orders are issued.

**"Mentor-Protégé Agreement"** means an agreement between a prime and MBE or WBE subcontractor that pursuant to MCC 2-92-535 is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

**"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.

**"Municipal Code of Chicago" or "MCC"** means the Municipal Code of the City of Chicago.

**"Proposal"** means the detailed description of the Services to be provided by the Contractor in response to a Task Order Request issued in accordance with the Master Consulting Contract. May also be referred to as a bid for the purposes of these MBE / WBE Special Conditions.

**"Task Order"** means an approved Proposal, as modified by negotiation between the City and Contractor, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Master Consulting Contract.

**"Task Order Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular Task Order. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal stated above

**"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.

### **1.3. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Task Order 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 Task Order 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 and Task Order for which it is at risk;
  - iii. Each joint venture partner executes the Master Consulting Agreement with 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 Task Order if different, 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 Task Order 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 Task Order 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 Task Order 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 Task Order Proposal a Schedule B and a copy of the 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 and Task Order.

**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.

#### **1.4. Counting MBE/WBE Participation Toward the Task Order Specific Goals**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-3 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Task Order 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 Task Order Specific Goals. This means that 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. 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 Task Order Specific Goals:

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Task Order 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 MBE or WBE 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 Task Order Specific Goals.
- 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 Task Order 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 Task Order 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 Task Order 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 Task Order 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 Task Order 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 Task Order 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 Task Order 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 Task Order Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Task Order 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.

#### **1.5. 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 or Task Order is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Goals on a City of Chicago contract or Task Order, 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 Special Conditions 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.

**1.5.1. Direct / Indirect Participation**

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

- 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 or indirect 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 request for Task Order Proposals for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE firms solicited;
    - Date and time of contact;
    - 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:
    - 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.

#### **1.5.2. Assist Agency Participation in waiver/reduction requests**

Every waiver and/or reduction request must include evidence that the Contractor 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 Proposal due date.

The notice requirement of this Section will be satisfied if a firm submitting a Proposal 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 Contractor may use. Proof of notification prior to Proposal submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the Proposal for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

#### **1.5.3. 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 request for Task Order Proposals for such Task Order, the specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5 "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 Task Order, whether before the Task Order Proposals are requested, during the solicitation or award process, before or during negotiation of the Task Order, or during the performance of the Task Order.

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

#### **1.6. Procedure to Determine Bid/Proposal Compliance**

A Bid or Proposal may be rejected as non-responsive if the firm submitting the Bid or Proposal fails to submit one or more of the following with its Bid or Proposal demonstrating its Good Faith Efforts to meet the 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 Goals; and/or
- A request for reduction or waiver of the 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 or Task Order Specific Goals.

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

- (1) **Schedule C-3: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.** The Contractor must submit the appropriate Schedule C-3 with the Task Order Proposal for each MBE and WBE included on the Schedule D-3. Suppliers must submit the Schedule C-3 for Suppliers, first tier subcontractors must submit a Schedule C-3 for Subcontractors to the Contractor and second or lower tier

subcontractors must submit a Schedule C-3 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-3 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-3 has been submitted with the bid, an executed original Schedule C-3 must be submitted by the Contractor for each MBE and WBE included on the Schedule D-3 within five business days after the date of the Task Order Proposal opening.

Failure to submit a completed Schedule C-3 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-3, must conform to their stated Area of Specialty.

**(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**

If the Contractor is a joint venture and the Proposal includes the participation of a MBE/WBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in "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 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 Master Consulting Contract and any Task Orders issued under it. 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-3: Required Schedules Regarding MBE/WBE Utilization**

Bidders must submit, together with the bid, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. 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 "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-3. 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-3 must conform to those presented in the submitted Schedule C-3. If Schedule C-3 is submitted after the opening, the bidder may submit a revised Schedule D-3 (executed and notarized to conform with the Schedules C-3). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Task Order 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-3 and D-3.

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 Proposal. If the application is not approved, the Contractor must show that it has made good faith efforts to meet the Task Order Specific Goals.

**1.7. 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 or Task Order 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 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.

**1.8. Changes to Compliance Plan**

**1.8.1. 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.

#### **1.8.2. 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 Task Order 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 Task Order 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.

#### **1.9. 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 or Task Order 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.

#### **1.10. 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.

#### **1.11. 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.

#### **1.12. 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-3: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-3: 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.

### Attachment A –Assist Agency List—Assist Agency List (Rev. Jan. 2020)

|   |   |
|---|---|
| <p><b>51<sup>st</sup> Street Business Association *</b><br/>220 E. 51<sup>st</sup> Street<br/>Chicago, IL 60615<br/>773-285-3401<br/>773-285-3407<br/><a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a><br/><a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>  | <p><b>African American Contractors Association – AACA *</b><br/>P.O. Box #19670<br/>Chicago, IL 60619<br/>312-915-5960<br/><a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a><br/><a href="http://www.aacanatl.org">www.aacanatl.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   |
| <p><b>Angel of God Resource Center, Inc. *</b><br/>14527 S. Halsted<br/>Chicago, IL 60827<br/>708-392-9323<br/>708-880-0121 Fax<br/><a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a><br/><a href="mailto:aogrc@angelofgodresourcecenter.org">aogrc@angelofgodresourcecenter.org</a><br/><a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> | <p><b>Association of Asian Construction Enterprises (AACE) *</b><br/>712 W. Root St.<br/>Chicago, IL 60609<br/>312-595-2010<br/><a href="mailto:admin@aacechicago.com">admin@aacechicago.com</a><br/><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: No</p>   |
| <p><b>Austin African American Business Networking Assoc.</b><br/>5820 W. Chicago Ave.<br/>Chicago, IL 60651<br/>773-626-4497<br/><a href="mailto:info@aaabna.org">info@aaabna.org</a><br/><a href="http://www.aaabna.org">www.aaabna.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>  | <p><b>Better Business Bureau *</b><br/>330 N Wabash, Suite 3120<br/>Chicago, IL 60611<br/>312-832-0500<br/><a href="http://www.bbb.org/chicago">www.bbb.org/chicago</a><br/><a href="mailto:tjohnson@chicago.bbb.org">tjohnson@chicago.bbb.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   |
| <p><b>Black Contractors Owners and Executives</b><br/>7811 S. Stony Island Ave.<br/>Chicago, IL 60649<br/>773-346-5658<br/>773-346-5659 Fax<br/><a href="mailto:admin@bcoechicago.org">admin@bcoechicago.org</a><br/><a href="http://www.bcoechicago.org">www.bcoechicago.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: No</p>  | <p><b>Black Contractors United *</b><br/>12000 S. Marshfield Ave.<br/>Calumet Park, IL 60827<br/>708-389-5730<br/>708-389-5735 Fax<br/><a href="mailto:carole@blackcontractorsunited.com">carole@blackcontractorsunited.com</a><br/><a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> |

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|--|---|
| <p><b>BOP Project 5000 NFP *</b><br/>644 E 79<sup>th</sup> Street<br/>Chicago, IL 60619-3037<br/>773-891-5939<br/>773-304-1903 Fax<br/>bopbizcenter@gmail.com<br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   | <p><b>Business Leadership Council *</b><br/>230 W. Monroe Street, Ste 2650<br/>Chicago, IL 60606<br/>312-628-7844<br/>312-628-7843 Fax<br/><a href="mailto:info@businessleadershipcouncil.org">info@businessleadershipcouncil.org</a><br/><a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> |
| <p><b>Chatham Business Association Small Business Dev. *</b><br/>800 E. 78<sup>th</sup> Street<br/>Chicago, IL 60619<br/>773-994-5006<br/>773-855-8905 Fax<br/><a href="mailto:admin@cbaworks.org">admin@cbaworks.org</a><br/><a href="http://www.cbaworks.org">www.cbaworks.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                        | <p><b>Chicago Minority Supplier Development Council Inc. *</b><br/>105 W. Adams, Suite 2300<br/>Chicago, IL 60603-6233<br/>312-755-8880<br/>312-755-8890 Fax<br/><a href="mailto:cjordan@chicagomsdc.org">cjordan@chicagomsdc.org</a><br/><a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                             |
| <p><b>Chicago Urban League *</b><br/>4510 S. Michigan Ave.<br/>Chicago, IL 60653<br/>773-285-5800<br/>773-285-7772 Fax<br/><a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a><br/><a href="http://www.cul-chicago.org">www.cul-chicago.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                    | <p><b>Chicago Women in Trades (CWIT)</b><br/>2444 W. 16<sup>th</sup> Street<br/>Chicago, IL 60608<br/>312-942-1444<br/>Jayne Vellinga, Executive Director<br/><a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a><br/><a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>                     |
| <p><b>Contractor Advisors Business Development Corp. *</b><br/>1507 E. 53<sup>rd</sup> Street, Suite 906<br/>Chicago, IL 60615<br/>312-436-0301<br/><a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a><br/><a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> | <p><b>Cosmopolitan Chamber of Commerce *</b><br/>1631 S. Michigan Unit 101<br/>Chicago, IL 60616<br/>312-971-9594<br/>312-341-9084 Fax<br/><a href="mailto:rmcgowan@cosmochamber.org">rmcgowan@cosmochamber.org</a><br/><a href="http://www.cosmochamber.org">www.cosmochamber.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   |
| <p><b>Council of Black Architecture and Engineering Companies (formally NOME) *</b><br/>1 South Wacker Suite 2650<br/>Chicago, IL 60606<br/>312.960.1239<br/><a href="mailto:msutton@infrastructure-eng.com">msutton@infrastructure-eng.com</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   | <p><b>Do For Self Community Development Co. *</b><br/>8659 S. Ingleside Ave.,<br/>Chicago, IL 60619<br/>773-356-7661<br/><a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a><br/><a href="http://www.doforself.org">www.doforself.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>  |



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| <p><b>Elite Svc. Disabled Veteran Owned Business Network *</b><br/>c/o SCIGON<br/>420 Lake Cook Road Suite #104<br/>Deerfield, Illinois 60015<br/>847 453-8890<br/>847 739-3139 Fax<br/><a href="mailto:jscifers@scigon.com">jscifers@scigon.com</a><br/><a href="http://www.elitesdvob.org">www.elitesdvob.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> | <p><b>Far South Community Development Corporation</b><br/>9923 S. Halsted Street, Suite D<br/>Chicago, IL 60628<br/>773-941-4833<br/>773-941-5252<br/><a href="mailto:lacy@farsouthcdc.org">lacy@farsouthcdc.org</a><br/><a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>              |
| <p><b>Federation of Women Contractors *</b><br/>4210 W. Irving Park Road,<br/>Chicago, IL 60641<br/>312-360-1122<br/>773-853-2042 Fax<br/><a href="mailto:info@fwcchicago.com">info@fwcchicago.com</a><br/><a href="http://www.fwcchicago.com">www.fwcchicago.com</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: No</p>  | <p><b>Fresh Start Home Community Development Corp. *</b><br/>5168 S. Michigan Avenue, 4N<br/>Chicago, IL 60615<br/>773-312-3797<br/>855-270-4175<br/><a href="mailto:info@freshstartnow.us">info@freshstartnow.us</a><br/><a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>          |
| <p><b>Greater Southwest Development Corporation</b><br/>2601 W. 63<sup>rd</sup> Street<br/>Chicago, IL 60629<br/>773-436-1000<br/>773-471-8206 Fax<br/><a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a><br/><a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>     | <p><b>Hispanic American Construction Industry Association (HACIA) *</b><br/>650 W. Lake St., Unit 415<br/>Chicago, IL 60661<br/>312-575-0389<br/>312-575-0544 Fax<br/><a href="mailto:info@haciaworks.org">info@haciaworks.org</a><br/><a href="http://www.haciaworks.org">www.haciaworks.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> |
| <p><b>Illinois Black Chamber of Commerce *</b><br/>411 Hamilton Blvd., Suite 1404<br/>Peoria, Illinois 61602<br/>309-740-4430 / 773-294-8038<br/>309-672-1379 Fax<br/><a href="mailto:finance@ilbcc.org">finance@ilbcc.org</a><br/><a href="http://www.ilbcc.org">www.ilbcc.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                                 | <p><b>Illinois Hispanic Chamber of Commerce *</b><br/>222 Merchandise Mart Plaza, Suite 1212 c/o 1871<br/>Chicago, IL 60654<br/>312-425-9500<br/><a href="mailto:info@ihccbbusiness.net">info@ihccbbusiness.net</a><br/><a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>          |
| <p><b>JLM Business Development Center *</b><br/>2622 W. Jackson Boulevard<br/>Chicago, IL 60612<br/>773-826-3064<br/>773-359-4021 Fax<br/><a href="mailto:lady930@prodigy.net">lady930@prodigy.net</a><br/><a href="http://www.jlmcenter.org">www.jlmcenter.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   | <p><b>LGBT Chamber of Commerce of Illinois *</b><br/>3179 N. Clark St., 2nd Floor<br/>Chicago, IL 60657<br/>773-303-0167<br/>773-303-0168 Fax<br/><a href="mailto:admin@lgbtcc.com">admin@lgbtcc.com</a><br/><a href="http://www.lgbtcc.com">www.lgbtcc.com</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                                   |

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| <p><b>Native American Chamber of Commerce of Illinois *</b><br/>100 N. Riverside Plaza, Suite 1670<br/>Chicago, IL 60606<br/>630-926-1700<br/><a href="mailto:info@nacc-IL.org">info@nacc-IL.org</a><br/><a href="http://www.nacc-IL.org">www.nacc-IL.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>   | <p><b>NDIGO Foundation</b><br/>329 W. 18<sup>th</sup> Street, Ste 613<br/>Chicago, IL 60616<br/>Phone: 312-264-6272<br/><a href="mailto:hhartman@ndigo.com">hhartman@ndigo.com</a><br/><a href="http://www.ndigo.com">www.ndigo.com</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>  |
| <p><b>Rainbow/PUSH Coalition *</b><br/>930 E. 50<sup>th</sup> Street<br/>Chicago, IL 60615<br/>773-373-3366<br/>773-373-41410403 Fax<br/><a href="mailto:info@rainbowpush.org">info@rainbowpush.org</a><br/><a href="http://www.rainbowpush.org">www.rainbowpush.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>  | <p><b>RTW Veteran Center *</b><br/>7415 E. End, Suite 120<br/>Chicago, IL 60649<br/>800-974-2808<br/>866-873-2494 Fax<br/><a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a><br/><a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                   |
| <p><b>South Shore Chamber, Inc. *</b><br/>1750 E. 71<sup>st</sup> Street<br/>Chicago, IL 60649<br/>773-955- 9508<br/><a href="mailto:info@southshorechamberinc.org">info@southshorechamberinc.org</a><br/><a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>  | <p><b>Sustainable Options for Urban Living, Inc. (SOUL) *</b><br/>11603 S. Throop Street<br/>Chicago, IL 60643<br/>773-250-1770 Ext 702<br/><a href="mailto:Cyndi@soul-program.com">Cyndi@soul-program.com</a><br/><a href="http://www.soul-program.com">www.soul-program.com</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> |
| <p><b>The Monroe Foundation</b><br/>1547 South Wolf Road<br/>Hillside, Illinois 60162<br/>773-315-9720<br/><a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a><br/><a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a><br/>Maintains list of certified firms: No<br/>Provides training for businesses: Yes</p>   | <p><b>Turn 2 Growth *</b><br/>15475 S. Park<br/>South Holland, IL 60473<br/>708-913-4700<br/>708-880-1583 Fax<br/><a href="mailto:info@turn2growth.org">info@turn2growth.org</a><br/><a href="http://www.turn2growth.org">www.turn2growth.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                                 |
| <p><b>US Minority Contractors Association, Inc. *</b><br/>1250 S. Grove Ave. Suite 200<br/>Barrington, IL 60010<br/>847-852-5010<br/>847-382-1787 Fax<br/><a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a><br/><a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p> | <p><b>Women's Business Development Center *</b><br/>8 S. Michigan Ave. Suite 400<br/>Chicago, IL 60603<br/>312-853-3477<br/>312-853-0145 Fax<br/><a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a><br/><a href="http://www.wbdc.org">www.wbdc.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: Yes</p>                          |
| <p><b>Women's Construction Owners &amp; Executives (WCOE)*</b><br/>Chicago Caucus<br/>308 Circle Avenue<br/>Forest Park, IL 60130<br/>708-366-1250<br/><a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a><br/><a href="http://www.wcoeusa.org">www.wcoeusa.org</a><br/>Maintains list of certified firms: Yes<br/>Provides training for businesses: No</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:

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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

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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:

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F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: 

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2. Major purchases: 

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3. Estimating: 

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4. Engineering: 

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VIII. Financial Controls of joint venture:

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

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

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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?

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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)**

[illegible]

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

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

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

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

[illegible]

**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

Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner

\_\_\_\_\_  
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-3 – MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant**



**FOR  
TASK ORDER  
CONTRACTS ONLY**

**SCHEDULE C-3**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

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** Certification Letter, effective \_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the services 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 services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.**

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

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-3 – Affidavit of Prime Contractor Task Order Services Contracts MBE/WBE Compliance Plan**



**SCHEDULE D-3**  
**Affidavit of Prime Contractor**  
**Task Order Services Contracts**  
**MBE/WBE Compliance Plan**

**FOR  
TASK ORDER  
SERVICES  
CONTRACTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE  
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and a duly authorized  
representative of \_\_\_\_\_  
(Title of Affiant)

\_\_\_\_\_  
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subcontractor/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or **Cook County** (current letter of certification attached).

**I. Complete this section for each MBE/WBE participating on this Task Order:**

1. Name of MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation: \$ \_\_\_\_\_

Percentage of Participation: % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_\_\_%

**Total Participation % \_\_\_\_\_**

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation: \$ \_\_\_\_\_

Percentage of Participation: % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%

**Total Participation %** \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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3. Name of MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation: \$ \_\_\_\_\_

Percentage of Participation: % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%

**Total Participation %** \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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4. Name of MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Dollar Value of Participation: \$ \_\_\_\_\_

Percentage of Participation: % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%

**Total Participation %** \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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5. Name of MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation: \$ \_\_\_\_\_

Percentage of Participation: % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%

**Total Participation %** \_\_\_\_\_

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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6. Attach Additional Sheets as Needed

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

| MBE Firm Name                         | Dollar Amount Participation (\$) | Percent Amount Participation (%) |
|---------------------------------------|----------------------------------|----------------------------------|
|                                       |                                  |                                  |
|                                       |                                  |                                  |
|                                       |                                  |                                  |
| <b>Total Direct MBE Participation</b> |                                  |                                  |

2. WBE Direct Participation

| WBE Firm Name                         | Dollar Amount Participation (\$) | Percent Amount Participation (%) |
|---------------------------------------|----------------------------------|----------------------------------|
|                                       |                                  |                                  |
|                                       |                                  |                                  |
|                                       |                                  |                                  |
| <b>Total Direct WBE Participation</b> |                                  |                                  |

III. Summary of Indirect MBE/WBE Proposal

1. MBE Indirect Participation

| MBE Firm Name                           | Dollar Amount Participation (\$) | Percent Amount Participation (%) |
|---|----------------------------------|----------------------------------|
|   |                                  |                                  |
|   |                                  |                                  |
|   |                                  |                                  |
| <b>Total Indirect MBE Participation</b> |                                  |                                  |

2. WBE Indirect Participation

| WBE Firm Name                           | Dollar Amount Participation (\$) | Percent Amount Participation (%) |
|---|----------------------------------|----------------------------------|
|   |                                  |                                  |
|   |                                  |                                  |
|   |                                  |                                  |
| <b>Total Indirect WBE Participation</b> |                                  |                                  |

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

The Contractor designates the following person as its MBE/WBE Liaison **Officer**:

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

State of: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

Commission Expires: \_\_\_\_\_

## EXHIBIT 5: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

### Professional Task Order Services for the Chicago Airport System

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and during the time period following expiration if Consultant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

#### 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 work, services, or operations under this Agreement 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. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Consultant 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 the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Consultant's acts or omissions, whether such liability is attributable to the Consultant 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.

Consultant 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, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Consultant 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.

##### 4) Excess/Umbrella Liability

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.

Consultant 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 (Errors and Omissions)

When any architects, engineers, construction managers, or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000 for each claim. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years.

6) Valuable Papers

When any plans, designs, drawings, media, data, specifications, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the work, services, or operations that Contractor performs, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

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

**B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 N. LaSalle Street, 60602, and Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, 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 Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Consultant, 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. Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. 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 Consultant to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility nor does it relieve Consultant



of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consultant 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 Consultant.

Waiver of Subrogation. Consultant hereby waives its rights and its insurer(s)' rights of subrogation 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 Agreement. Consultant 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 Consultant's insurer(s).

Consultants Insurance Primary. All insurance required of Consultant under this Agreement must be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Consultant under this Agreement.

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

Insurance and Limits Maintained. If Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

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

Other Insurance obtained by Consultant. If Consultant desires additional coverages, the Consultant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Consultant must name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant 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 Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Consultant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant 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, Consultant 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 Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

Spec. No.: 1197607  
P.O. No.: \_\_\_\_\_  
Vendor No.: \_\_\_\_\_  
*City-Funded*  
*Task Order*

## **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO  
DEPARTMENT OF AVIATION**

**AND**

---



**PROFESSIONAL TASK ORDER SERVICES: A) FACILITIES ARCHITECTURE AND  
ENGINEERING; AND B) AIRPORT ENGINEERING (NON-FEDERAL)**

**MASTER TASK ORDER CONTRACT**

**LORI E. LIGHTFOOT  
MAYOR**

**Shannon E. Andrews  
Chief Procurement Officer**

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**ARTICLE 1. INTRODUCTION**

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

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

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

**ARTICLE 2. INCORPORATION OF EXHIBITS:**

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

- Exhibit 1: Scope of Services and Time Limits for Performance
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Sexual Harassment Policy Affidavit (MCC 2-92-612)

### **ARTICLE 3. STANDARD TERMS AND CONDITIONS**

#### **3.1. General Provisions**

##### **3.1.1. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

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

- 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.

#### **3.1.2.2. Interpretation and Rules**

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



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

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

**3.1.2.3. Severability**

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

**3.1.2.4. Entire Contract**

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

**3.1.3. Subcontracting and Assignment**

**3.1.3.1. No Assignment of Contract**

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

**3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. 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](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.

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

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

**3.1.3.4. City's Right to Assign**

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

**3.1.3.5. Assigns**

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

**3.1.4. Contract Governance**

**3.1.4.1. Governing Law and Jurisdiction**

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

**3.1.4.2. Consent to Service of Process**

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

**3.1.4.3. Cooperation by Parties and between Contractors**

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

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

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

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

**3.1.4.4. No Third Party Beneficiaries**

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

**3.1.4.5. Independent Contractor**

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

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

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

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

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

**3.1.4.6. Authority**

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

**3.1.4.7. Joint and Several Liability**

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

**3.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using

Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

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

**3.1.4.9. Amendments**

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

**3.1.4.10. No Waiver of Legal Rights**

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

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

**3.1.4.11. Non-appropriation of Funds**

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

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

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

**3.1.4.12. Participation By Other Government Agencies**

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

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

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

**3.1.5. Confidentiality**

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

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

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

**3.1.6. Indemnity**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (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.

#### **3.1.7. 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.

#### **3.1.8. 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.

### **3.2. Compensation Provisions**

#### **3.2.1. Ordering, Invoices, and Payment**

##### **3.2.1.1. Purchase Orders**

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

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

#### **3.2.1.2. Invoices**

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

#### **3.2.1.3. 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](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

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

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

#### **3.2.1.4. 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.

#### **3.2.1.5. 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.

#### **3.2.1.6. 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.

### **3.2.1.7. Audits**

#### **3.2.1.7.1. 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".

#### **3.2.1.7.2. 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.

### **3.2.2. Subcontractor Payment Reports**

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

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

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

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

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



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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subcontractors**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

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

#### **3.2.3.2. Payment to Subcontractors Within Seven Days**

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

##### **3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at

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

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 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.

##### **3.2.3.2.2. Whistleblower Protection**

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

#### **3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

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

#### **3.2.3.4. Action by the City**

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

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

#### **3.2.3.5. Direct Payment to Subcontractors By City**

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

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

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

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration

of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

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

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

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

### **3.3. Compliance With All Laws**

#### **3.3.1. General**

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

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

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

#### **3.3.2. 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.

#### **3.3.3. 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.

### **3.3.4. 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:

#### **3.3.4.1. 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).

#### **3.3.4.2. 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).

**3.3.4.3. 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.

**3.3.4.4. 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.

**3.3.4.5. 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.

**3.3.4.6. Incorporation of Provisions**

The contractor will include the provisions of above paragraphs 3.3.3.1, "Compliance With Regulations" through 3.3.3.6, "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.

**3.3.5. Other Non-Discrimination Requirements**

**3.3.5.1. Illinois Human Rights Act**

**3.3.5.1.1. 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, and as further described below.

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

**3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)**

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

**3.3.5.1.3. 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.

#### **3.3.5.2. 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.

#### **3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390**

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeymen and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

#### **3.3.5.4. 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.

#### **3.3.6. Wages**

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

#### **3.3.6.1. 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, 2020 is **\$14.15 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 employers that are 501(c)(3) not-for-profits.

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 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.

#### **3.3.6.2. Chicago Paid Sick Leave Ordinance**

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be 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.

#### **3.3.6.3. 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.

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

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

**3.3.7.1. 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.

**3.3.7.2. 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.

#### **3.3.7.3. 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.

#### **3.3.7.4. 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.

#### **3.3.7.5. 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.

### **3.3.8. Restrictions on Business Dealings**

#### **3.3.8.1. 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.

**3.3.8.2. 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.

**3.3.8.3. 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.

### **3.3.9. 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.

### **3.3.10. Other City Ordinances and Policies**

**3.3.10.1. 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.

**3.3.10.2. 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.

**3.3.10.3. 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.

**3.3.10.4. 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.

**3.3.10.5. 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).

**3.3.10.6. Electronic Mail Communication**

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

**3.3.10.7. 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.

**3.3.10.8. 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.

**3.3.10.9. 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.

**3.3.10.10. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**

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.

**3.3.10.11. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)**

This section applies if this Contract was advertised on or after August 25, 2018.

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.

### **3.3.11. Compliance with Environmental Laws and Related Matters**

#### **3.3.11.1. 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.

#### **3.3.11.2. 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.

**3.3.11.3. 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.

**3.3.11.4. 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.

**3.3.11.5. 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.

**3.3.11.6. 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.

**3.3.11.7. 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.

**3.3.11.8. 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.

**3.3.11.9. 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.

**3.3.11.10. 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.

### **3.4. Contract Disputes**

#### **3.4.1. Procedure for Bringing Disputes to the Department**

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

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

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

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

#### **3.4.2. Procedure for Bringing Disputes before the CPO**

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

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to 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](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### **3.5. Events of Default and Termination**

#### **3.5.1. Events of Default**

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

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

#### **3.5.2. Cure or Default Notice**

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

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

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

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

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

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

#### **3.5.3. Remedies**

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

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

#### **3.5.4. Non-Exclusivity of Remedies**

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

#### **3.5.5. City Reservation of Rights**

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of

default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

### **3.5.6. Early Termination**

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

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

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

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

### **3.6. Department-specific Requirements**

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

#### **3.6.1. Department of Aviation Standard Requirements**

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

##### **3.6.1.1. Confidentiality of Airport Security Data**

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

##### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem

necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

#### **3.6.1.3. Airport Security Badges**

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

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

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

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

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

- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **3.6.1.4. General Requirements Regarding Airport Operations**

##### **3.6.1.4.1. Priority of Airport Operations**

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

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

##### **3.6.1.4.2. Interruption of Airport Operations**

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

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

##### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

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

##### **3.6.1.4.4. Work on the Airfield**



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

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

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

#### **3.6.1.4.5. Parking Restrictions**

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

#### **3.6.1.5. 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.

### **3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

#### **3.6.2.1. 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.

#### **3.6.2.2. 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.

#### **3.6.2.3. 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.

#### **3.6.2.4. 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.

#### **3.6.2.5. 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.

### **3.6.3. 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.

### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

#### **3.6.4.1. 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.

#### **3.6.4.2. 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.

**3.6.4.3. 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.

**3.6.4.4. 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.

**3.6.4.5. 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 4. TERMS FOR TASK-ORDER PROFESSIONAL SERVICES CONTRACTS**

##### **4.1. Providing Services**

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

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

##### **4.2. Task Orders**

All Services must be authorized by a written Task Order. Contractor acknowledges and agrees that the City is under no obligation to issue any Task Orders.

As needed, upon the written approval of the Commissioner, the Department will issue a TOR specifically referencing this Contract, identifying the project, and setting forth the Services to be performed pursuant to a Task Order and a desired completion date. Contractor must respond by submitting a Task Order Proposal which must include: a cover letter, understanding and approach, project schedule, budget, fee, detailed cost breakdown in such detail as required for the specific task, documentation required to substantiate compliance with MBE/WBE or DBE participation requirements as applicable, a list of key personnel, and any other required information specified in the TOR, all of which must conform to the terms of the TOR and the terms and conditions of this Contract. Contractor must not respond to any TOR not approved in writing by the Commissioner. Costs associated with the preparation of Task Order proposals are not compensable under this Agreement and the City is not liable for any additional costs.

Following Consultant's submission of the Task Order Proposal, the Commissioner and the Chief Procurement Officer will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope of the project and the project completion date. If the City and the Consultant negotiate the scope of the project and the project completion date, the Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer and issuance of a Purchase Order, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to the Contractor for any Services provided by the Consultant pursuant to a Task Order, or otherwise.

Some Task Order services are subject to the approval by a state or federal agency or other third party, therefore Contractor must not commence its performance of the Services until it receives a Notice to Proceed.

If the Services to be performed under a Task Order are to be funded from a fund other than the fund identified by the fund number set forth in this Agreement, such change in funding must be approved by the Chief Procurement Officer and the Comptroller prior to the issuance of any Task Order funded through such fund, and the applicable fund number must be included in the Task Order form provided to the Consultant.

##### **4.3. Notice to Proceed**

After receiving a Task Order, Contractor will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner or his authorized designee.

##### **4.4. Standard of Performance**

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

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

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

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

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

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

#### **4.5. Deliverables**

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

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

#### **4.6. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment



pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

#### **4.7. Purchase Order Increases**

The City may unilaterally authorize an increase to the upper limit amount of a Purchase Order; the signature of Contractor is not required.

#### **4.8. Timeliness of Performance**

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

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

#### **4.9. Approvals**

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

#### **4.10. Suspension**

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

#### **4.11. Personnel**

##### **4.11.1. Adequate Staffing**

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

##### **4.11.2. Key Personnel**

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

#### **4.11.3. Salaries and Wages**

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

#### **4.12. Ownership of Documents**

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

#### **4.13. Copyright Ownership and other Intellectual Property**

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

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

standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

**4.13.1. Patents**

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

**4.13.2. Indemnity**

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

**4.14. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility**

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

**4.15. Cooperation**

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

**4.16. Reimbursement for Travel**

Reimbursable travel is not anticipated to be necessary for the performance of this Contract; travel by Contractor personnel to and from worksites will be part of Contractor's overall pricing. In the event that reimbursable travel is required and is authorized by the City, travel expenses will be reimbursed only in

accordance with the City of Chicago Travel Reimbursement Guidelines current at the time of travel. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>.

The direct link is:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago\\_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf).

## **ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS**

### **5.1. Scope of Services**

This Contract is for professional engineering and/or architectural services to be performed on a Task Order basis. Services to be provided may include but are not limited to: planning and programming, engineering, design services, drafting ("CADD"), specification development, construction cost estimating, technical design review services, onsite program and project management, and civic involvement on projects for the Department. Contractor will be responsible for technical accuracy; completeness and quality of all planning studies, plans, designs, drawings, specifications, calculations, cost estimates and all other work or materials furnished to the Department.

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

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

### **5.2. List of Key Personnel**

Key Personnel are (or are listed in) \_\_\_\_\_.

### **5.3. Term of Performance**

This Contract takes effect as of the Effective Date and continues for \_\_\_\_\_ months, unless terminated earlier or extended pursuant to the terms of this contract.

The City may also extend the Contract as needed with respect to services under specific Task Orders that are in progress as of the end of the term so that work may be completed, but no new Task Orders may be issued.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

### **5.4. Payment**

#### **5.4.1. Basis of Payment**

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

#### **5.4.2. Method of Payment**

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

#### **5.4.3. Centralized Invoice Processing**

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

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

Invoices  
City of Chicago, Office of the City Comptroller  
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.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

#### **5.4.4. Criteria for payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

#### **5.5. Funding**

The source of funds for payments under this Contract is Fund number \_\_\_\_\_ and various other Fund numbers as identified by the City for each Task Order issued.

Payments under this Contract must not exceed \$\_\_\_\_\_ in aggregate. The City may increase this upper limit by notice in writing to the Contractor.

Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

#### **5.6. State or Federal Funding Source**

This contract is expected to be funded wholly by City funds. In the event that a given Task Order will be paid with state or federal assistance, Contractor will be notified in the TOR that additional requirements relating to that funding will apply, which Contractor may agree to accept by submitting a TOR Proposal.

**5.7. Multi Project Labor Agreement (PLA)**

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

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

**5.8. Full Discipline Team**

For the purposes of this Contract, Contractor must include as part of its team all disciplines necessary to support the required services, including specialized subcontractors, to perform services in fields as required by the project. Contractor shall be aware that, based on the type and scope of the project, not all projects may require a full discipline team, however, in all cases, the Contractor is still required to meet the MBE/WBE participation requirements for each Task Order. Contractor is responsible for the coordination of all members of its team.

Contractor must, in connection with the performance of the Services, supply all of the personnel, materials, equipment, and/or software necessary to perform the Services and provide any administrative support necessary to satisfactorily perform the Task Order in accordance with the Contract.

**ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND  
WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TASK ORDER SERVICES  
PLACEHOLDER**



**ARTICLE 7.      INSURANCE REQUIREMENTS**  
PLACEHOLDER

**ARTICLE 8. SIGNATURE PAGE**

Contract Number: &lt;&lt;click and type number&gt;&gt;

Specification Number: <<click and type number>>

Contractor (Vendor) Name: <<click and type name>>

Total Amount (Value): <<click and type number>>

Fund Chargeable: &lt;&lt;click and type number&gt;&gt;

**SIGNED at Chicago, Illinois:**

**CONTRACTOR:**

<<click and type name>>

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

State of \_\_\_\_\_; County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_

as President (or other authorized officer) and \_\_\_\_\_ as Secretary of

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

Notary Public

Commission Expires

## CITY OF CHICAGO

By: \_\_\_\_\_

Mayor

Date \_\_\_\_\_

---

Comptroller
Date

---

Comptroller

Date \_\_\_\_\_

Chief Procurement Officer \_\_\_\_\_ Date \_\_\_\_\_

Chief Procurement Officer

Date \_\_\_\_\_

## EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

**EXHIBIT 1: SCOPE OF WORK**  
PLACEHOLDER

**EXHIBIT 2: COMPENSATION**  
PLACEHOLDER

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**  
PLACEHOLDER

**EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)**  
PLACEHOLDER

**EXHIBIT 5: MBE / WBE COMPLIANCE PLAN**  
PLACEHOLDER



**EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: \_\_\_\_\_

Specification #: \_\_\_\_\_

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, 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 understands that it may be required to produce records to the CPO to verify the information provided.

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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_

(Signature of Notary Public)

(Seal)