



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

MEMORANDUM

To: Shannon E. Andrews
Chief Procurement Officer

Attn: Lorel D. Blameuser
Deputy Procurement Officer

From: 
Elizabeth Granados-Perez
General Counsel

Date: APR 02 2020

RE: **REVISED NON-COMPETITIVE REVIEW BOARD APPLICATION FOR
INFORMATION AND PROFESSIONAL SOCIAL SERVICES WITHIN
CHICAGO O'HARE INTERNATIONAL AIRPORT**

Company: Heartland Human Care Services, Inc.
Requisition: 220446
Specification: 757459

Enclosed herewith is the Chicago Department of Aviation's ("CDA") revised Non-Competitive Review Board ("NCRB") Application for the above-referenced services. The proposed Company, Heartland Human Care Services, Inc. ("Heartland"), has provided information and professional social services to the CDA since 1955 through the use of paid and volunteer staff. As the attached request memorandum details, Heartland provides unique support services to O'Hare's passengers including language translations services, assisting passenger with special needs, referrals to social service agencies, and general passenger support during events or travel emergencies.

The NCRB previously approved this request on July 30, 2018 (a copy of the approved Application and its supporting materials is enclosed). During negotiations with Heartland, both the CDA and Heartland deemed the following modifications to the previously approved Application are necessary; ergo, the CDA seeks NCRB approval of the following:

- (1) **Modified Scope of Services.** During contract negotiations, Heartland requested modifications to the Scope of Services related to support items, equipment, and furniture that would be provided. In addition, the CDA has more clearly articulated the hours of operation that Heartland would be required to operate at O'Hare. Enclosed is an edited version of the modifications to the Scope of Services that both the CDA and Heartland have agreed upon to the previously Scope of Services. These modifications have been reviewed by the Department of Law;
- (2) **Effective Date.** Heartland previously provided services to the CDA pursuant to a provision of the prior Airport Use and Lease Agreement ("AULA") which expired on December 31, 2018, and subsequently, through a Memorandum of Understanding ("MOU") between the CDA and Heartland (enclosed). During the NCBR review process, Heartland continued to render Services to the CDA. Therefore, the CDA requests that the Agreement with Heartland be effective from February 1, 2020 to allow for Heartland to be paid for services rendered after the expired-AULA and MOU.
- (3) **Revised Budget.** In CDA's initial application to the NCRB, a 5-year budget was presented in the amount of \$5,702,321.00. During the course of contract negotiations, the parties determined that a Travel Emergency Contingency was needed. This contingency would allow the CDA and Heartland to continue to provide passenger support services in the event of an airport emergency, such as extreme weather, national security, medical and the like and would be exercised upon the prior approval of the CDA. The revised budget (attached) incorporates this contingency at \$50,000.00 per year and may be used for labor or other expenses related to the Scope of Services. In addition, Heartland determined that previously agreed upon cost of living salary adjustment in the amount of \$38,000.00 were not accounted for in the initial budget. CDA, therefore, requests approval of the attached revised, 5-year budget in the total amount of \$5,990,321.00 incorporating the aforementioned contingency and salary adjustments.

DPS's favorable review of this revised request is greatly appreciated. Should you require any additional information, please contact Ilyas Lakada at 773-894-1821.

cc: Jeziel Cortes
Lisa Freelon
Gretchen Meyer
David Bowman
James Hankin
Ilyas Lakada



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
Aviation	C. SERNA <i>C.S.</i>	773-894-2005	04/02/2020	<i>Cristina Serina</i>
Contract Liaison	Email Contract Liaison	Telephone		
Ilyas Lakada	ilyas.lakada3@cityofchicago.org	773-894-1821		

List Name of NCRB Attendees/Department

Gretchen Meyer, Aviation
Aurelio Garcia, Aviation
Ilyas Lakada, Aviation

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: Heartland Human Care Service, Inc.

Contact Person:	Phone:	Email:
Katie Durrah	773-336-6028	kdurrah@heartlandalliance.org

Project Description: Non-Competitive Bid Contract for social and information services provided by Heartland Human Care Services, Inc. at Chicago - O'Hare International Airport

This is a request for:

<input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Amendment / Modification
Contract Type	Type of Modification
<input checked="" type="checkbox"/> Blanket Agreement Term: <u>60</u> (# of mo)	<input type="checkbox"/> Time Extension
<input type="checkbox"/> Standard Agreement	<input type="checkbox"/> Vendor Limit Increase
	<input type="checkbox"/> Scope Change
	Contract Number: _____
	Specification Number: _____
	Modification Number: _____

Department Request Approval	Recommended Approval
<i>Elizabeth Granados Perce</i> DEPARTMENT HEAD OR DESIGNEE	<i>[Signature]</i> BOARD CHAIRPERSON
<u>4-2-2020</u> DATE	<u>APR 2 8 2020</u> DATE
<i>Elizabeth Granados Perce</i> PRINT NAME	<i>Steven M. Loboda</i> PRINT NAME

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

Approved **Rejected**

[Signature]
CHIEF PROCUREMENT OFFICER

APR 2 8 2020
DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.

The Chicago Department of Aviation (CDA) currently contracts with Heartland Human Care Services, Inc. (HHCS) to provide social and information services to the passengers of Chicago O'Hare International Airport and has done so since 1955. The current contract, which expires December 31, 2018, was done as a memorandum of understanding (MoU), purportedly pursuant to Article XVI of the old Airport Use and Lease Agreement, but the CDA is currently seeking a sole-source contract. There is no provision in the new O'Hare Use and Lease Agreement which would give the CDA authority to enter into a binding contract with Heartland Human Care Services, Inc. to provide these services. In order to enter into a contract with this vendor, CDA will be required to follow the usual City procurement process, including, as here, submitting its package for approval to the Non-Competitive Review Board. Under the terms of the new O'Hare Use and Lease Agreement, we are no longer able to contract these services by MoU. HHCS has provided professional and volunteer social service work in Chicago's transportation hubs since 1888. When O'Hare opened for commercial travel in 1955, HHCS (then Travelers and Immigrants Aid) began doing so at the Airport. As the needs of the Airport changed, HHCS assumed responsibility of the Airport's information desks and customer facing information services, in addition to continuing their long-standing tradition of providing more in-depth social services to passengers. For reasons that are set forth in more detail below, HHCS is uniquely qualified to provide such services.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

It is a continuation of procurement from the same source. HHCS has long-maintained an agreement with the City of Chicago to provide information and professional social services within O'Hare International Airport.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted.)

No attempts were made to competitively bid the requirement because no other organization can offer HHCS's unique mix of social services, network of sister agencies, and established volunteer information services program. HHCS has provided to O'Hare since their airport began commercial service in 1955. The CDA, to the best of its ability, identified other airports of similar size that host agencies with a similar scope. Many of these airports contract with Travelers Aid International (TAI)-member program or a similar program. However, HHCS is the only agency in the Chicagoland area that offers the expertise in dealing with critical social service issues and in offering comprehensive customer service to passengers.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

Other similarly sized airports contract either a Travelers Aid International (TAI)-member program or a program of similar scope to provide informational and social services within their airports. For example, Washington Dulles, JFK, and Atlanta Hartsfield all operate comparable Travelers Aid programs, while Minneapolis-St. Paul International Airport contracts with Airport Foundation to provide these services. Per TAI President and CEO Dave Asselin, there are no other programs within the Chicagoland area that have attempted to offer or that can offer the scope of services that HHCS does.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

This will be a recurring request. Due to the scope of HHCS's programmatic offerings within the Chicagoland area, HHCS will, barring significant change in the non-profit landscape, continue to be the only agency that can offer these services to the City at such a cost.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

It is not possible. As stated in item 5 above, there is no other non-profit agency that is able to offer the comprehensive experience and abilities that HHCS can offer. Should this change, the CDA will offer this contract for bid in the future.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

The CDA is requesting a contract of approximately \$5,990,321 for services over a 5 year period with the option for two one-year extensions as needed. Annual budgets are provided. As a non-profit-organization, the services provided by Heartland Human Care Services provide the best value of assistance per passenger. Because a majority of the workforce is composed of volunteers, this contract provides a significant savings. This contract is funded through airport funds. HHCS has also incorporated an additional \$50,000 per year to account for any travel emergencies such as weather, safety, medical or other significant events.

2. What is the estimated cost by fiscal year?

Year 1: \$1,109,792

Year 2: \$1,152,361

Year 3: \$1,195,498

Year 4: \$1,241,883

Year 5: \$1,290,787

3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimates, etc.)

Estimated budgeted costs are based the propped budget for 5 years, see attached.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

There is not a substantial dollar investment.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

The estimated overall cost is deemed reasonable based on HHCS's current budget and projected programatic needs and expansions.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

HHCS as an agency will provide continuous social and information services throughout its contract. See attached scope of services for schedule.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Not applicable.



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

Not applicable.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Not applicable. This is not a candidate for competitive bid. HHCS is the only known agency that can perform these services.

EXCLUSIVE OR UNIQUE CAPABILITY

This request is being made due to HHCS's comprehensive experience within O'Hare and its unique abilities, skills, and networks. HHCS has served the O'Hare community since the airport began commercial service in 1955. These 60+ years of experience have uniquely positioned HHCS as the leader in handling both the social services and the volume of in-person informational requests received within the Airport's terminals each year.

While other O'Hare agencies may encounter social service cases, it is to HHCS that these cases are referred. HHCS works extensively throughout the airport community to assist during these crises, often taking over cases from other entities. HHCS Social Service Supervisors work hand in hand with airline customer service representatives, US Customs and Border Protection agents, the Chicago Police Department, Haymarket Shelter, numerous Consulates, and countless Heartland Alliance programs to find solutions that meet the needs of their participants. Many other City agencies rely on HHCS and Heartland Alliance programs to assist them in their missions, including the Department of Housing, DFSS, and DCFS. These relationships allow for the cohesive execution of programs both large and small. Frequently in the case of natural disasters, like recent Hurricanes Irma and Maria, Heartland Alliance programs work hand in hand with City agencies to welcome and assist arriving refugees. A large, dynamic facility such as O'Hare creates stress and issues for travelers; HHCS uses its network to solve everything from missed connections and lost baggage to domestic abuse issues.

The language capabilities that HHCS offers are another important resource in O'Hare's ongoing work in complying with Title VI of the Civil Rights Act of 1964. Through its volunteers and staff that speak 34 different languages, HHCS is able to better help those passengers with limited English capabilities. Staffed throughout the airport, these individuals work with travelers one-on-one to ensure that O'Hare offers best-in-class service to all passengers, not only those who speak English.

HHCS also is O'Hare's premier resource for passengers with special needs. While many of those with physical disabilities can be assisted through wheelchair service, there are many passengers who possess invisible disabilities or who are from vulnerable populations, who, without the solutions and assistance that HHCS provides, would often be entirely neglected. Providing solutions such as an Airport Practice Experience (APEX) and Protective Travel Services (PTS), HHCS better educates future passengers and assists those that may be ineligible for wheelchair assistance.

APEX imparts crucial knowledge to passengers with both cognitive and physical disabilities to allow them to be more independent during future travel. The Experience provides passengers a realistic preview of the air travel experience, from check-in, through security, to boarding. HHCS's relationship with various airport tenants, including multiple legacy carriers, allows them to tailor experiences to each individual participant, even interacting with airline staff and boarding actual aircraft. This program is one of HHCS's newer offerings, but it allows the airport to serve an ever-growing, yet underserved population.

The PTS program offers assistance to multiple categories of travelers - gate-to-gate assistance for passengers with cognitive disabilities, severely injured military and former military members, refugees arriving to Chicago, US citizens repatriating into the United States, and runaways. Through its relationship with Search Beyond, HHCS's gate-to-gate escort allows those with cognitive disabilities to fly when they might not otherwise be able to navigate such a chaotic environment. While IOM traditionally assists refugees from international arriving flights to connecting flights, HHCS has cultivated connections with Chicago-area resettlement agencies, allowing them to welcome those refugees who will call Chicago home and to connect them to their respective agencies. HHCS's coordination with the US Department of State allowed five US citizens to be safely repatriated from foreign countries back to the



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

United States in the last year alone. This has included coordinating with multiple entities to ensure these citizens have plans in place, plans that frequently include crucial medical care.

Besides the organization's highly-qualified and experienced social service staff, volunteers have also served the passengers of O'Hare since the agency began service at the airport. While the scope of service these volunteers provide has evolved over the years, their passion and dedication for serving the passengers of O'Hare has not. Since the conclusion of the City's Customer Service Representative position in 2009, HHCS volunteers have staffed information desks throughout the airport, educating and empowering passengers and acting as a de facto face of Chicago. Today over 150 volunteers unfailingly provide travel and Chicago tourism information to over 868,000 passengers a year, streamlining information services throughout the airport and eliminating the need for paid customer service staff. HHCS's volunteer base is extremely flexible. This allows the CDA to mobilize volunteers for special events, such as major conventions, and for crisis situations, such as weather, safety, and medical emergencies.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

All applicable supporting documents are attached.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc. its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial collar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's Intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved TTGB Form or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer, City Hall, Room 806.

Date: APRIL 14, 2020

Department Name: AVIATION

Requisition No: 220446 Specification No: 767459

PO No: NA Modification No: NA

Contract Liaison: ILYAS LAKADA

Telephone: 312-519-5094

Email: ILYAS.LAKADA3@CITYOFCHICAGO.ORG

Project / Program Manager: AMBER RITTER

Telephone: 773-894-6922

Email: Amber.Ritter@cityofchicago.org

For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.

Note:

- 1) Funding: Attach information if multiple funding lines
- 2) Individual Contract Services: Include approval form signed by all parties
- 3) ITGB: IT project valued at \$100,000.00 or more, attach approval transmittal sheet.

*Contract Liaison Signature: *Ilyas Lakada*

*By signing this form, I attest that all information provided is true and accurate.

Project Title: INFORMATION AND PROFESSIONAL SOCIAL SERVICES WITHIN CHICAGO O'HARE INTERNATIONAL AIRPORT

Project Description: INFORMATION AND PROFESSIONAL SOCIAL SERVICES WITHIN CHICAGO O'HARE INTERNATIONAL AIRPORT

Funding:

Corporate Bond Enterprise Grant Other:

IDOT/Transit IDOT/Highway CFWA FTA FAA

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT
20		740	85	4110	0140	0140			\$5,990,321

Check One:

New Contract Request

*By signing below, I attest the estimates provided for this contract are true and accurate.

*Project/Program Manager Signature: *Amber Ritter*

*Commissioner/Authorized Designee Signature: *Elyas Lakada*

Purchase Order Information:

Contract Term (No. of Months): 60

Extension Options (Rate of Recurrence): (2) ONE-YEAR EACH

Estimated Spend/Value: \$ 5,990,321

Grant Commitment / Expiration Date:

Pre-Bid/Submittal Conference: Yes No

Mandatory Site Visit

Purchase Order Type:

Blanket/Purchase Order (DUR)

Master Consultant Agreement (Task Order)

Standard/One-Time Purchase

Procurement Method:

Bid RFP RFQ RFI

Small Order

Contract Type:

Architect Engineering Commodity Construction JOC SRI

Professional Services Revenue Generating Vehicle & Heavy Equipment

Work Service Joint Procurement Reference Contract

Special Approvals Required:

Emergency

Non-Competitive Review Board (NCRB)

Request for Individual Contract Services

Information Technology Governance Board (ITGB)

IDOT Concurrence

Modification or Amendment

Modification Information:

PO Start Date:

PO End Date:

Amount (Increase/Reduction):

MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)

Full Compliance Contract Specific Goals

No Stated Goals Waiver Request

Risk Management / EDS / IDOT

Insurance Requirements (included) Yes No

EDS Certification of Filing (included) Yes No

IDOT Concurrence (required) Yes No

Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes ___ No

Modification/Amendment Type:

Time Extension Scope Change/Price Increase /Additional Line Item(s)

Vendor Limit Increase Requisition Encumbrance Adjustment

Other (specify)

Vendor Information

Name: HEARTLAND HUMAN CARE SERVICES, INC.

Contact: CARLOS R. DEJESUS-RIVERA

Address: 208 S. LASALLE ST., SUITE 1618 CHICAGO, IL 60604

E-mail: CDEJESUS@HEARTLANDALLIANCE.ORG


Phone: 773-336-6002



**CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO**

To: Shannon E. Andrews
Chief Procurement Officer

Attention: Lorel Blameuser
Deputy Procurement Officer

From: 
Elizabeth Granados-Perez
General Counsel

Date: APR 02 2020

SUBJECT: Request for new Non-Competitive Bid Contract with Heartland
Human Care Services, Inc. for Information and Professional Social
Services within Chicago O'Hare International Airport

We are requesting that the City enter into a new non-competitive bid contract with Heartland Human Care Services, Inc. (HHCS) to provide certain services, as described in the attached Scope of Services, in accordance with applicable professional standards, on behalf of the Chicago Department of Aviation (CDA). The CDA currently contracts HHCS to provide information and professional social services to the passengers of Chicago O'Hare International Airport and has done so since 1955. HHCS has provided professional and volunteer social service work in Chicago's transportation hubs since 1888. When O'Hare opened for commercial travel in 1955, HHCS (then Travelers and Immigrants Aid) began doing so at the Airport. As the needs of the Airport changed, HHCS assumed responsibility of the Airport's information desks and customer facing information services, in addition to continuing their long-standing tradition of providing more in-depth social services to passengers. For reasons that are set forth in more detail below, HHCS is uniquely qualified to provide such services.

HHCS offers comprehensive experience within O'Hare and as well as unique abilities, skills, and networks. HHCS has served the O'Hare community since the airport began commercial service in 1955. These 60+ years of experience have uniquely positioned HHCS as the leader in handling both the social services and the

volume of in-person informational requests received within the Airport's terminals each year.

While other O'Hare agencies may encounter social service cases, it is to HHCS that these cases are referred. HHCS works extensively throughout the airport community to assist during these crises, often taking over cases from other entities. HHCS Social Service Supervisors work hand in hand with airline customer service representatives, US Customs and Border Protection agents, the Chicago Police Department, Haymarket Shelter, numerous Consulates, and countless Heartland Alliance programs to find solutions that meet the needs of their participants. Many other City agencies rely on HHCS and Heartland Alliance programs to assist them in their missions, including the Department of Housing, DFSS, and DCFS. These relationships allow for the cohesive execution of programs both large and small. Frequently in the case of natural disasters, like recent Hurricanes Irma and Maria, Heartland Alliance programs work hand in hand with City agencies to welcome and assist arriving refugees. A large, dynamic facility such as O'Hare creates stress and issues for travelers; HHCS uses its network to solve everything from missed connections and lost baggage to domestic abuse issues.

The language capabilities that HHCS offers are another important resource in O'Hare's ongoing work in complying with Title VI of the Civil Rights Act of 1964. Through its volunteers and staff that speak 34 different languages, HHCS is able to better help those passengers with limited English capabilities. Staffed throughout the airport, these individuals work with travelers one-on-one to ensure that O'Hare offers best-in-class service to all passengers, not only those who speak English.

HHCS also is O'Hare's premier resource for passengers with special needs. While many of those with physical disabilities can be assisted through wheelchair service, there are many passengers who possess invisible disabilities or who are from vulnerable populations, who, without the solutions and assistance that HHCS provides, would often be entirely neglected. Providing solutions such as an Airport Practice Experience (APEX) and Protective Travel Services (PTS), HHCS better educates future passengers and assists those that may be ineligible for wheelchair assistance.

APEX imparts crucial knowledge to passengers with both cognitive and physical disabilities to allow them to be more independent during future travel. The Experience provides passengers a realistic preview of the air travel experience, from check-in, through security, to boarding. HHCS's relationship with various airport tenants, including multiple legacy carriers, allows them to tailor experiences to each individual participant, even interacting with airline staff and boarding actual aircraft. This program is one of HHCS's newer offerings, but it allows the airport to serve an ever-growing, yet underserved population.

The PTS program offers assistance to multiple categories of travelers - gate-to-gate assistance for passengers with cognitive disabilities, severely injured military and

former military members, refugees arriving to Chicago, US citizens repatriating into the United States, and runaways. Through its relationship with Search Beyond, HHCS's gate-to-gate escort allows those with cognitive disabilities to fly when they might not otherwise be able to navigate such a chaotic environment. While IOM traditionally assists refugees from international arriving flights to connecting flights, HHCS has cultivated connections with Chicago-area resettlement agencies, allowing them to welcome those refugees who will call Chicago home and to connect them to their respective agencies. HHCS's coordination with the US Department of State allowed five US citizens to be safely repatriated from foreign countries back to the United States in the last year alone. This has included coordinating with multiple entities to ensure these citizens have plans in place, plans that frequently include crucial medical care.

Besides the organization's highly-qualified and experienced social service staff, volunteers have also served the passengers of O'Hare since the agency began service at the airport. While the scope of service these volunteers provide has evolved over the years, their passion and dedication for serving the passengers of O'Hare has not. Since the conclusion of the City's Customer Service Representative position in 2009, HHCS volunteers have staffed information desks throughout the airport, educating and empowering passengers and acting as a de facto face of Chicago. Today over 150 volunteers unfailingly provide travel and Chicago tourism information to over 1 million passengers a year, streamlining information services throughout the airport and eliminating the need for paid customer service staff.

HHCS's volunteer base and staff are extremely flexible. This allows the CDA to mobilize volunteers and staff for special events, such as major conventions, and for crisis situations, such as weather, safety, and medical emergencies. A contingency plan exists within the HHCS scope of services to ensure this emergency response is available when needed. Additional funding for emergency response is included in the budget should need arise.

The CDA has attached the following items in support of this request:

- Completed DPS checklist;
- Justification for Non-Competitive Procurement Form;
- Scope of Services;
- CDA employees attending NCRB meeting;
- CDA's no stated goals request memorandum;
- Letter from Heartland Human Care Services detailing the reasons why it is the exclusive provider of these services;
- Letter from Travelers Aid International detailing the reasons why Heartland Human Care Services is the exclusive provider of these services;
- Letter from Heartland Human Care Services requesting no stated goals.
- Insurance Certificate from Heartland Human Care Services;
- EDS from Heartland Human Care Services; and

If you have any questions or need additional information regarding this request please contact Ilyas Lakada at (773) 894 – 1821.

Thank you for your assistance in this matter.

Duration: 5 year new contract with option for two one-year extensions

Estimated Total Cost: \$5,990,320 for initial 5 year contract; budget for extensions will be determined as needed.

Funding: 20 740 85 4110 0140 0140

**HEARTLAND
ALLIANCE**
HUMAN CARE



April 6, 2020

Ms. Jamie Rhee
Commissioner
Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666

RE: Non-Competitive Procurement Application Letter, Travelers Aid Chicago (TAC)

Dear Commissioner Rhee:

Please accept this letter as part of the Travelers Aid Chicago (TAC) Non-Competitive Procurement Application (in addition to 2017 TAC Reports, Certificate of Insurance, EDS Certificate, and 501c3 Tax Exempt Letter). TAC is a key program of Heartland Human Care Services, Inc. (HHCS), the human services partner of Heartland Alliance. This letter provides a brief overview of TAC's impressive history, unique capabilities and capacities of the 175+ person TAC team at O'Hare, and additional aspects of the program that truly set TAC apart. **The purpose of this letter is to affirm why TAC is the only entity that can fully provide wrap-around customer services and social services to the passengers and visitors of Chicago's O'Hare International Airport.**

No other organization or business entity at the local, state or national level has the proven expertise and the partnerships that are essential to provide the full range of services required by this contract. The following highlights serve to summarize TAC's attributes that are discussed in much more detail in the balance of the letter:

- TAC has developed and implements customized, cost-effective systems to successfully manage volunteers, to meet travelers' myriad needs, and to identify and communicate new ways of improving the airport experience;
- TAC has long-standing partnerships with the Chicago Department of Aviation, Travelers Aid International, the US Department of State and numerous international consulates—all key for Protective Travel Service (PTS), a critical component of the services provided for identified travelers-in-need;
- TAC has nurtured close relationships with HHCS's other programs and the larger Heartland Alliance, giving travelers-in-need ready access to an expansive breadth of programs and services;and
- TAC has also built and maintains essential relationships with other agencies, organizations and companies that serve the O'Hare airport community. These include all the commercial airline companies, Customs/Border Protection (CBP), Transportation Security Administration (TSA), among many others,

History of Service, and TAC Today

Since 1851, Travelers Aid (now known as Travelers Aid International or TAI) has worked tirelessly to help passengers in crisis. Starting in St. Louis, and opening in Chicago in 1888, Travelers Aid is the oldest, non-sectarian, social welfare organization in the United States. In the beginning, TAC provided assistance and support at Chicago's downtown train stations; then, when O'Hare became a commercial airport in the 1950's, the TAC O'Hare airport office was established to bring these essential services to passengers at the airport. **For over 60 years, dedicated TAC staff and**

volunteers have assisted vulnerable travelers at ORD and through these efforts have improved the airport experience and the lives of millions of people.

Today, TAC provides a comprehensive continuum of assistance to ORD travelers and visitors in three broad categories: crisis intervention/prevention, help desk information, and skilled social services. TAC has evolved to meet changing needs and expanded to serve more travelers in one of the world's busiest and most well-known airports. As an example, TAC has grown from providing customer services and social services to nearly 500,000 passengers in 2013, to assisting over 1.1 million passengers this past year (2019) – expanding to serve over double in just six short years. TAC is excited to grow responsively alongside O'Hare International Airport in the years to come, and hopes soon to help many passengers as travel builds back up in the coming months.

TAC is Uniquely Equipped to Serve Passengers at O'Hare

Travelers Aid Chicago is in the best position to continue to serve passengers at O'Hare because it has developed customized, cost-effective systems to successfully manage volunteers, to meet travelers' myriad needs, and to identify and communicate new ways of improving the airport experience.

TAC relies on its 160 plus volunteers to fill close to 6000 shifts annually, including roving and information desk-based shifts at O'Hare. In the 29,849 hours worked by TAC volunteers in 2019, Travelers Aid Volunteers assisted over 1.1 million. TAC has found that the recipe for success with this large volunteer program is the right mixture of continuous recruitment, a focus on training and mentorship, and a liberal amount of volunteer appreciation. While many new volunteers are referred through word-of-mouth (from current volunteers), TAC also finds volunteers through websites like volunteer.com, volunteermatch.org (Northwest Suburban Chicago), and www.heartlandalliance.org/directory/travelers-aid-chicago (TAC's own webpage). These efforts resulted in 75 new volunteers since 2017. Travelers Aid Chicago also maintains a partnership with Cultural Vistas Korea West, a cultural exchange program that places interns from South Korea at Travelers Aid Chicago to work as volunteers during their 6-month placement at O'Hare. Most recently, Travelers Aid Chicago became a field experience placement for Undergraduate Social Work Students at Northeastern Illinois University. However, the majority of TAC's volunteers, who are ages 18–96, are from Chicago and the Chicago suburbs, and are as diverse as the City itself – with people who have lived their entire lives in the Windy City, to those who came to Chicago as immigrants or refugees and whose families now call it home. New volunteers learn about the airport and how to answer diverse questions through extensive training (including scavenger hunts!) and a "buddy" system that pairs them with a senior volunteer for mentorship across multiple shifts. Existing volunteers continue to learn about changes happening at the airport and important new topics and populations through ongoing, in-person trainings at TAC as well as an information-packed, monthly volunteer newsletter and virtual learning opportunities. Knowing our volunteer base, TAC has facilitated additional opportunities for our volunteer to contribute to the health, safety and happiness of the O'Hare community. Our volunteers serve as escorts for entertainment in the terminals through the Department of Aviation Customer Service Department. Additionally, through our partnership with the TSA, our volunteers have served as decoys for their K-9 training program.

Volunteers receive support from the Volunteer Management staff as well as the Social Services staff and TAC Leadership. And for the past 7 years, TAC has found the "Volgistics" volunteer management software to be extremely helpful for managing volunteer information, hours and shifts. Finally, thoughtful volunteer appreciation efforts and well-planned appreciation events have resulted in a fantastic volunteer retention rate: about two-thirds of TAC volunteers have worked at the airport for 3 or more years, and 30 have each been helping O'Hare passengers through TAC for over 10 years.

TAC, a program of Heartland Human Care Services, has been providing travel services and meeting travelers' needs in the Chicago metropolitan area since 1888. With 132 years' experience, HHCS is a leader in developing and managing efficient, innovative, and effective programs like TAC. This

extensive history enables HHCS to serve passengers successfully today, and allows TAC to adapt services to understand and meet those needs as they change. HHCS continues to employ and retain a diverse, multicultural team of staff and volunteers, who are able to provide services in 34 distinct languages.

TAC Volunteers are able to refer passengers needing additional assistance to onsite TAC social services staff or by simply calling the onsite social services staff to come out to the passenger for assistance. These staff respond to various forms of crisis prevention and intervention, social support and safety planning. Many of these passengers assisted include people inexperienced with airports, stranded travelers, folks who have lost or had important items stolen, people who lack monetary resources, and persons with stressful life circumstances. TAC also keeps emergency personal provisions onsite when passengers are in need (diapers for infants through adulthood, baby formula, hygiene products, donated change of clothes, etc.) TAC is there and available to help these travelers in person.

TAC is rapidly growing its "Airport Practice Experience (APEX)" for travelers with special needs (e.g. young people with Autism), to help address a current gap. Everybody wants and deserves the chance to travel and to do it safely and comfortably, and programs like APEX help to ensure these travelers and their families can enjoy a trip together.

Finally, TAC has helped and continues to help O'Hare to improve the airport experience and to be mindful of trending traveler needs and expectations, as passengers compare amenities and services available across various airports. Before the lactation room for nursing moms was established at ORD, the TAC office often functioned as a comfortable, discreet place for mothers to pump or breastfeed. Through this experience, and through reports sent to and meetings held with the Chicago Department of Aviation, TAC helped ensure that an unmet need at O'Hare could be recognized and addressed. Similarly, TAC's position on the front lines has allowed the team to learn and talk about the need at O'Hare for:

- more "Simulated Flight Experience" opportunities for travelers with special needs,
- an emergency cash wiring system for travelers (e.g. Western Union or Money Gram)
- a centralized Lost-and-Found
- a multi-sensory room for travelers with Autism Spectrum Disorder
- more animal relief areas at the airport (for Service and Emotional Support Animals)

TAC would be excited to support these and other areas of growth at O'Hare in the coming renewal period.

What Sets TAC Apart

In addition to its impressive history, longevity of service and unique capacity to serve ORD travelers and visitors, **TAC is truly distinguished by its long-standing relationships: the relationship to and position within Travelers Aid International, the relationship to HHCS and the larger Heartland Alliance, its airport relationships, and relationships in place for Protective Travel Service (PTS).**

Travelers Aid Chicago (TAC) is a founding member of Travelers Aid International (TAI), and the sole member of the TAI network in Illinois. Through this connection, TAC has established relationships and regularly partners with 41 other TAI member agencies across the US, as well as Canada and Australia. As a result of this collective experience, O'Hare Airport passengers continuously benefit from TAC's expertise on airport and airline services and policies. TAC maintains up-to-date knowledge of connecting airport systems, best practices in serving travelers, and the ability to recommend resources to passengers at other airport destinations. This collaboration creates a continuity of service and provides the passenger with a better experience at O'Hare.

As a program of Heartland Human Care Services (HHCS), the human services partner of Heartland Alliance, TAC also enjoys unique, internal access to a continuum of care that naturally lends itself to supporting vulnerable and at-risk travelers. HHCS and other Heartland companies (Heartland Housing, Heartland Alliance – Health, the National Immigration Justice Center and Heartland Alliance International) have unique and well-respected experience providing housing, support, healthcare, mental health services, education, jobs and justice to the most vulnerable. Some of these populations include the homeless, Veterans, refugees and immigrants, the disabled, survivors of human trafficking and domestic violence, seniors and unaccompanied children. Through TAC's Heartland Alliance relationships, travelers in need are connected to a wide range of comprehensive supportive services that further empower their ability to move past crisis and toward long-term success.

TAC has also worked over 60 years to build and maintain essential relationships with other agencies, organizations and companies that serve the O'Hare airport community. These include all the commercial airline companies, Customs/Border Protection (CBP), Transportation Security Administration (TSA), Prospect, United Ground Express (UGE), United Service Organizations (USO), Haymarket Center, the O'Hare Chapel, and the Centers for Disease Control and Prevention (CDC). Additionally, TAC staff and volunteers regularly interact with Airport Police, particularly around Observed Suspicious Activity. TAC also partners with dedicated staff at other City of Chicago agencies like the Chicago Police Department (CPD), the Chicago Department of Public Health (CDPH) and the Chicago Department of Family and Support Services (DFSS). Also, TAC has maintained important relationships within the Chicago Consular community – most notably and frequently with the British and Canadian Consulates. TAC Staff have been frequent speakers at annual consulate seminars sponsored by the Canadian Consulate, and the consular community was well represented at TAC's recent Open House event (including members new to Chicago eager to learn how TAC can assist their citizens during travel emergencies). Interpersonal relationships like these are a critical reason that TAC is able to successfully assist travelers in crisis, and help to prevent crises from occurring or escalating. TAC has also continued to serve as an emergency services provider in partnership with the Department of Aviation, responding to community disaster relief efforts, triage and local service navigation for evacuees from Hurricane Maria and other natural disasters.

Finally, during this current contract period, TAC continued its partnership with many agencies to provide effective, targeted Protective Travel Services (PTS) to at-risk and vulnerable populations. These agencies include:

- International Social Services: repatriation cases
- U.S. Department of State: repatriation cases (via International Social Services) as well as International Visitors Leadership Program (via Travelers Aid International)
- Illinois Department of Juvenile Justice/Interstate Compact: teenage runaways being returned home
- Various Refugee Resettlement Organizations: refugee resettlements in Chicago as well as when they connect through ORD to another US destination. These include HHCS' Refugee and Immigrant Community Services (RICS), Catholic Charities, Asian Community Services, World Relief, Refugee One, Ethiopian Community Services, and others.
- Special Needs Organizations including various Autism groups, Search Beyond Adventures (travel agency specializing in group travel for persons with developmental delays), and Children In Need International
- Wounded Warriors Project (via Transportation Security Administration): Military Severely Injured
- Other Travelers Aid programs in the U.S., Canada and Australia: participants who have been served by these organizations and need further assistance when they arrive at or connect through ORD

As a result of this impressive history, a track record of success, the unique capacities and systems outlined, and the strong relationships discussed, the dedicated and highly experienced TAC team of over 175 volunteers and staff continue to provide exceptional personal attention to ORD passengers, reducing and preventing chaos and confusion and improving the overall experience of O'Hare for all its passengers and visitors. TAC is grateful for the opportunity to serve, and the team looks forward to many more years of providing assistance and information to travelers at ORD.

Sincerely,



David Sinski
Executive Director
Heartland Human Care Services
312-660-1341

cc: Gretchen Meyer, Emily Thompson, John Ishu, Katie Durrah

**HEARTLAND
ALLIANCE**
HUMAN CARE



April 6, 2020

Ms. Jamie Rhee
Commissioner
Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666
RE: MBE/WBE Requirements

Dear Commissioner Rhee:

This letter addresses the issue of MBE and WBE requirements for a sole source contract with the Chicago Department of Aviation and the Travelers Aid Chicago program of Heartland Human Care Services.

Heartland Human Care Services, an affiliated partner of Heartland Alliance for Human Needs and Human Rights, is a 501c3 not-for-profit agency. While we understand the requirement of 25% for MBEs and 5% for WBEs, the nature of the services associated with this contract require us to request a waiver from these requirements.

The Chicago Department of Aviation contracts with Travelers Aid at O'Hare International Airport to provide social services to stranded and distressed passengers. The nature of our work dictates that 90% of the budget is devoted to personnel expenses. As a result, other remaining expenses dedicated to the program do not provide opportunities for issuing subcontracts to outside vendors.

Heartland Alliance and its affiliates are committed to ensuring compliance with M/WBE requirements.

Our current efforts to encourage MBEs and WBEs include the issuance of a letter to all vendors in our financial system requiring them to complete a Vendor Information Form which includes designations for M/W/DBEs. We also required vendors to submit their certification letters to us. We updated our financial system to include vendors who had a City of Chicago M/W/DBE designation. In addition, we have been working with Chicago Minority Business Development Council to assist us with the recruitment of City certified M/W/DBEs

If you have any questions or concerns, please contact me at (312) 660-1341. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Sinski", written in a cursive style.

David Sinski
Executive Director
Heartland Human Care Services
312-660-1341

cc: Gretchen Meyer, Emily Thompson, John Ishu, Katie Durrah




CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

To: Shannon E. Andrews
Chief Procurement Officer

Attention: Monica Jimenez
First Deputy Procurement Officer

Lorel D. Blameuser
Deputy Procurement Officer

From: 
Elizabeth Granados-Perez
General Counsel

Date: APR 09 2020

Subject: Request for No Stated Goals for Contract with Heartland Human Care Services, Inc. for Information and Professional Social Services within Chicago O'Hare International Airport

The Chicago Department of Aviation (CDA) respectfully requests that the above-referenced contract have no stated goals due to the specialized nature of the services and the unique knowledge and expertise that can only be provided by Heartland Human Care Services (HHCS). This severely limits the opportunity for MBE or WBE participation. HHCS will commit to seeking MBE and/or WBE participation in any subcontracting opportunities that may arise, but such opportunities are not anticipated at this time.

The CDA currently contracts HHCS to provide information and professional social services to the passengers of Chicago O'Hare International Airport and has done so since 1955. HHCS has provided professional and volunteer social service work in Chicago's transportation hubs since 1888. When O'Hare opened for commercial travel in 1955, HHCS (then Travelers and Immigrants Aid) began doing so at the Airport. As the needs of the Airport changed, HHCS assumed responsibility of the Airport's information desks and customer facing information services, in addition to continuing their long-standing tradition of providing more in-depth social services to passengers. For reasons that are set forth in more detail below, HHCS is uniquely qualified to provide such services.

HHCS offers comprehensive experience within O'Hare and as well as unique abilities, skills, and networks. HHCS has served the O'Hare community since the Airport began commercial service in 1955. These 60+ years of experience have uniquely positioned HHCS as the leader in handling both the social services and the volume of in-person informational requests received within the Airport's terminals each year.

Besides the organization's highly-qualified and experienced social service staff, volunteers have also served the passengers of O'Hare since the agency began service at the airport. While the scope of service these volunteers provide has evolved over the years, their passion and dedication for serving the passengers of O'Hare has not. Since the conclusion of the City's Customer Service Representative position in 2009, HHCS volunteers have staffed information desks throughout the airport, educating and empowering passengers and acting as a de facto face of Chicago. Today over 150 volunteers unfailingly provide travel and Chicago tourism information to over 868,000 passengers a year, streamlining information services throughout the airport and eliminating the need for paid customer service staff. HHCS's volunteer base is extremely flexible, allowing mobilization for both special events and crisis situations.

Besides the organization's highly-qualified and experienced social service staff, volunteers have also served the passengers of O'Hare since the agency began service at the airport. While the scope of service these volunteers provide has evolved over the years, their passion and dedication for serving the passengers of O'Hare has not. Since the conclusion of the City's Customer Service Representative position in 2009, HHCS volunteers have staffed information desks throughout the airport, educating and empowering passengers and acting as a de facto face of Chicago. Today over 150 volunteers unfailingly provide travel and Chicago tourism information to over 868,000 passengers a year, streamlining information services throughout the airport and eliminating the need for paid customer service staff. HHCS's volunteer base is extremely flexible, allowing mobilization for both special events and crisis situations.

If you have any questions or need additional information regarding this recommendation, please contact Ilyas Lakada at (773) 894-1821.



CERTIFICATE OF FILING FOR
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 150451

Certificate Printed on: 03/24/2020

Date of This Filing: 03/24/2020 05:01 PM

Original Filing Date: 03/24/2020 05:01 PM

Disclosing Party: Heartland Human Care
Services, Inc.

Title: Executive Director

Filed by: Mr. David Sinski

Matter: Information and Professional Social
Services within O'Hare

Applicant: Heartland Human Care Services,
Inc.

Specification #: 757459

Contract #: 81523

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

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

**HEARTLAND
ALLIANCE**
HUMAN CARE



April 6, 2020

Ms. Jamie Rhee
Commissioner
Chicago Department of Aviation
10510 West Zemke Road
Chicago, Illinois 60666

RE: Non-Competitive Procurement Application Supplement, Budget Affirmation – Travelers Aid Chicago (TAC)

The purpose of this letter is to affirm that the 5 year of budgets we submitted are forecasted as close to actual expenditures as possible. These budgets are referred to in our application process for a Non-Competitive Procurement contract.

In past contracts, we have submitted 5 years of budgets, looking at line item by line item to determine operation costs for Travelers Aid Chicago's Scope of Services. In this current request for Non-Competitive Procurement Application and subsequent budgets, we have followed the same process. Our goal is to forecast the most cost-efficient expenditures possible while ensuring our services to the traveling public at O'Hare International Airport continue to be "best in class".

In our 132 year trajectory providing aid to travelers, we have become adept at being effective and efficient. The total cost of running the program has increased slightly from year to year in spite of the inexorable rise in personnel cost, the cost of health insurance and other benefits, and the cost-of-living. We are continually looking for new efficiencies in order to stay within the contracted budgets. This is evidenced in our ability to provide needed services that are beyond the contracted scope of our work. A few years back we initiated our Airport Practice Experience (APEX). This is a supportive experience where first time and infrequent travelers are able to do a mock run through of all the components of air travel. APEX is designed as a form of exposure therapy to make participants more comfortable with flying and help them make informed future travel decisions. Some of the populations we serve with the APEX program include families who have a child on the autism spectrum and individuals with high levels of aviophobia. The CDA team has so appreciated the value of APEX that it has incorporated it an expanded role into the Scope of Services for the next five years.

In order to maintain high quality staff and to attract high quality candidates for the occasional vacant position, we commissioned a market study of comparable positions in comparable non-profit organizations in the region and in the nation. The study was undertaken by the Compensation Consulting Consortium (3C). We found that while many of our positions were at or near market salaries, a significant number were considerably below market. We raised all of our staff salaries to market minimums in 2017. Our new budgets are based on those minimums and on maintaining salaries at market rates for the next five years. The budgets also reflect an additional staff person to take APEX to scale, and the additional operational cost of increasing hours and days of service as specified in the CDA's new Scope of Services for this contract.

I look forward to our continued collaboration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Sinski".

David Sinski
Executive Director
Heartland Human Care Services
312-660-1341

cc: Gretchen Meyer, Emily Thompson, John Ishu, Katie Durrah



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Agency, Ltd. 20 North Martingale Road Suite 100 Schaumburg IL 60173	CONTACT NAME: Lukas Gengarella PHONE (A/C, No, Ext): (847) 463-7295 E-MAIL ADDRESS: lgengarella@assuranceagency.com	FAX (A/C, No): (847) 440-9116
	INSURER(S) AFFORDING COVERAGE	
INSURED HEARALL-01 Heartland Alliance for Human Needs & Human Rights 208 S. LaSalle St. Suite 1300 Chicago IL 60604	INSURER A : Brickstreet Mutual Insurance C NAIC # 12372	
	INSURER B : Berkley National Insurance Com 38911	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 1392258936 REVISION NUMBER:

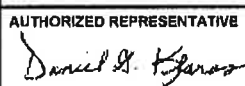
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HHS8529067-10	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			HHS8529067-10	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			HHS8529067-10	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			WCB1027598	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability Sexual Abuse and Molestation			HHS8529067-10	4/1/2020	4/1/2021	Each Claim \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.

A Waiver of Subrogation in favor of the Additional Insured applies to the Worker's Compensation policy only, when required by written contract and where allowed by law.

CERTIFICATE HOLDER City of Chicago 121 N. LaSalle Street Chicago IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

MODIFIED SCOPE OF SERVICES

EXHIBIT 1: SCOPE OF WORK

(1) Detailed Scope of Services

Contractor shall provide assistance to travelers and visitors to Chicago O'Hare International Airport (O'Hare) under the direction of the Commissioner of Aviation or her designee. This assistance shall include, but not be limited to, the following:

- A. Staff offices at O'Hare for the purpose of being the non-sectarian provider of social work services to travelers and visitors of O'Hare within the context of the comprehensive network of human service providers. International travelers will receive needed support for crisis intervention, social services and travel planning from experienced Travelers Aid staff. The office shall be easily accessible to the traveling public and hours shall consist of:

Terminal 2 Main Office

Monday – Friday: 8:00 am – 9:00 pm
Saturday – Sunday: 10:00 am – 9:00 pm

- B. In addition to staffing the Travelers Aid office in Terminal 2, Contractor shall provide no less than (100) volunteers and paid staff to provide information, directions, and referral services from Information Desks located in each Terminal. Information Desks are located both airside and landside throughout the airport. These desks shall be staffed by competent staff and further be operational the following hours:

Airside and Landside Information Desks

Monday – Friday: 8:00 am – 8:00 pm
Saturday – Sunday: 10:00 am – 7:00 pm

- C. All office and information desk hours will be extended during peak travel days as needed, based on projections received in advance from the Chicago Department of Aviation or for a travel or weather related emergency. The Commissioner may, in her sole discretion, require Contractor to perform services stated herein in addition to the hours set forth in Provisions B of this Exhibit 1. To the extent that Contractor has actual costs associated with additional services, Contractor shall be reimbursed pursuant to Exhibit 2 – Compensation guidelines.
- D. Volunteers supervised by Contractor will be charged with roving the busiest points in the terminals including, but not limited to:
1. Terminal 1 – Concourses B and C
 2. Terminal 2 – Concourses E and F
 3. Rotunda
 4. Terminal 3 – Concourses G, H, K and L
 5. Terminal 5 – Concourse M
- The above locations are based on observed, historical information and may change to meet the areas of greatest demand as directed by the Commissioner or her designee.
- E. Serve as an ombudsperson to distressed passengers and visitors and advocate for the resolution of the immediate needs to travelers experiencing travel-related crises.
- F. Assist travelers in making alternate travel plans, housing accommodations and other personal/professional arrangements due to trip interruptions or other crises.
- G. Receive referrals from airlines, the Chicago Police Department, CDA Security, CDA personnel, UIC Medical Center, the USO of Illinois, the O'Hare Interfaith Chapel, TSA and the airport community at large. Assist these referrals with social work, crisis intervention and/or advocacy services.
- H. Provide referrals to these entities for passengers in need of the respective service.
- I. Provide professional casework services for geographically separated families in conjunction with other Travelers Aid International sites throughout the world, International Social Services and its international bureaus, and with U.S. based embassies and consulates as needed.

- J. Provide crisis intervention and counseling with support from various partners including, but not limited to, local government agencies, private human service organizations, national human service networks, local hospitals, local treatment facilities and Heartland Human Care Services' legal, social service and refugee departments.
- K. Provide language support to non-English speaking travelers and visitors through CDA provided translation services and through Contractor staff language capabilities as available. Assist CDA in all aspects of Title VI compliance as mandated by the FAA.
- L. Assist local and surrounding police personnel in transportation and supportive assistance of travelers in crisis.
- M. Provide limited protective services for travelers including, but not limited to, immigrants, refugees and travelers requiring extensive services beyond the scope of routine airport services.
- N. Provide protective lounge services for travelers needing private room assistance.
- O. Attend meetings, trainings and conferences as requested by the Commissioner of Aviation or designee.
- P. Provide volunteers at CDA's request for special projects including, but not limited to:
 - 1. Special Meet & Greets
 - 2. Welcome for conventions, city sponsored events and festivals
 - 3. Entertainment in the Terminals
 - 4. Comfort/Therapy Animals
 - 5. Emergency responses
- Q. Assist in monitoring the conditions of airport amenities including, but not limited to exhibit areas, escalators and restrooms.
- R. Attend meetings at a regular frequency with CDA to ensure continuity of service and compliance with CDA service delivery expectations.
- S. Coordinate the activities of all volunteers to support activities included in the scope of services.
- T. Distribute information, maps and tourism materials from each Information Desk. Maintain supply of materials at each location and in main office.
- U. Provide resources and assistance to passengers during major events at O'Hare including, but not limited to major weather delays, the passenger assistance program, unplanned excessive delays, diversions and emergencies.
- V. Conduct Airport Practice Experience for travelers with special needs.
- W. Attend ADA compliance training as requested by the CDA and assist with all aspects of the FAA's Airport Disability Compliance Program.
- X. Provide uniforms for staff and volunteers which identify themselves as airport and language assistance. Uniforms must be worn at all times while on duty.

(2) Space

The CDA shall provide space to Contractor at O'Hare. Office space in Terminal 2 will be made available and such space will be used only for purposes described herein and for no other purposes. In the event that the Commissioner determines the space occupied by Contractor is needed for other purposes, Contractor shall vacate the space with airport support within thirty (30) calendar days of notice to Contractor. In the event of a Notice to Vacate, the Commissioner will make every reasonable effort to make alternate space available to the Contractor. Reasonable relocation costs shall be reimbursed to Contractor in accordance with Exhibit 2.

(3) Schedule

Contractor shall provide the services described hereof from 8:00 am until 9:00 pm Monday through Friday and from 10:00 am until 9:00 pm on Saturday and Sunday each and every calendar day including all applicable holidays during the term of this Agreement.

The Commissioner may, in her sole discretion, require Contractor to perform services stated herein in addition to the hours set forth in this Exhibit. To the extent that Contractor has actual costs associated with additional services, Contractor shall be reimbursed pursuant to Exhibit 2 – Compensation guidelines.

(4) Supporting Infrastructure

The CDA shall make every reasonable effort to the extent available to provide the following infrastructure to the Contractor at the following locations. Failure or inability for the CDA to provide the following infrastructure shall not be deemed an act of default or be construed as a failure to perform.

A. Main Office:

- i. Office computers for staff use, loaded with word processing, presentation, spreadsheet and database software
- ii. Office phones with phone line service
- iii. Cell phone and cell phone service for use at locations without land lines
- iv. Internet service for all computers
- v. 2 printers/scanners
- vi. Use of Interpretation services via phone or tablet app
- vii. General office furniture

B. Information Desks:

- i. Desk structure with lockable storage
- ii. 2 chairs per desk and cord/lock as anti-theft
- iii. Computer tablets or equivalent for use at each of the information desks
- iv. Wi-Fi access
- v. Telephone service
- vi. Airport information/maps for distribution

C. General:

- i. Parking for Volunteers on duty
- ii. Parking for Travelers Aid staff
- iii. Airport Badge

(5) Emergency Travel Services

Given the unpredictable nature of passenger and travel emergencies that may arise including, but not limited to, national security, weather, or serious medical issues, the parties agree that Contractor may expend additional funds from the "Travel Emergency Contingency" line item.



AMBER RITTER, Managing Deputy Commissioner.

4/16/2020

EXHIBIT 1: SCOPE OF WORK

(1) Detailed Scope of Services

~~Travelers Aid Chicago (TAC), a program of Heartland Human Care Services, Inc. (HHCS)~~ Contractor shall provide assistance to travelers and visitors to Chicago O'Hare International Airport (O'Hare) under the direction of the Commissioner of Aviation or ~~his/her~~ designee. This assistance shall include, but not be limited to, the following:

- A. Staff offices at O'Hare for the purpose of being the non-sectarian provider of social work services to travelers and visitors of O'Hare within the context of the comprehensive network of human service providers. International travelers will receive needed support for crisis intervention, social services and travel planning from experienced Travelers Aid staff. The office shall be easily accessible to the traveling public and hours shall consist of:

Terminal 2 Main Office

Monday – Friday: 8:00 am – 9:00 pm
Saturday – Sunday: 10:00 am – 9:00 pm

- B. In addition to staffing the Travelers Aid office in Terminal 2, ~~Contractor TAC~~ shall provide ~~100+~~ no less than (100) volunteers and paid staff to provide information, directions, and referral services from Information Desks located in each ~~T~~ terminal. Information Desks are located both airside and landside throughout the airport. These desks shall be staffed by competent staff and further be operational the following hours:

Airside and Landside Information Desks

Monday – Friday: 8:00 am – 8:00 pm
Saturday – Sunday: 10:00 am – 7:00 pm

- C. All office and information desk hours will be extended during peak travel days as needed, based on projections received in advance from the Chicago Department of Aviation or for a travel or weather related emergency. The Commissioner reserves the right to change all hours as needed. The Commissioner may, in her sole discretion, require Contractor to perform services stated herein in addition to the hours set forth in Provisions B of this Exhibit 1. To the extent that Contractor has actual costs associated with additional services, Contractor shall be reimbursed pursuant to Exhibit 2 – Compensation guidelines.
- D. Volunteers supervised by ~~Contractor TAC~~ will be charged with roving the busiest points in the terminals including, but not limited to:
1. Terminal 1 – Concourses B and C
 2. Terminal 2 – Concourses E and F
 3. Rotunda
 4. Terminal 3 – Concourses G, H, K and L
 5. Terminal 5 – Concourse M

The above locations are based on observed, historical information and may be changedchange to meet the areas of greatest demand as directed by the Chicago Department of Aviation Commissioner or her designee.

- E. Serve as an ombudsperson to distressed passengers and visitors and advocate for the resolution of the immediate needs to travelers experiencing travel-related crises.
- F. Assist travelers in making alternate travel plans, housing accommodations and other personal/professional arrangements due to trip interruptions or other crises.
- G. Receive referrals from airlines, the Chicago Police Department, CDA Aviation Security, CDA personnel, UIC Medical Center, the USO of Illinois, the O'Hare Interfaith Chapel, TSA and the airport community at large. Assist these referrals with social work, crisis intervention and/or advocacy services.
- H. Provide referrals to these entities for passengers in need of the respective service.
- I. Provide professional casework services for geographically separated families in conjunction with ~~more than 50~~ other Travelers Aid International sites throughout the world, International Social Services and its international bureaus, and with U.S. based embassies and consulates as needed.

- J. Provide crisis intervention and counseling with support from various partners including, but not limited to, local government agencies, private human service organizations, national human service networks, local hospitals, local treatment facilities and Heartland Human Care Services' legal, social service and refugee departments.
- K. Provide language support to non-English speaking travelers and visitors through CDA provided translation services and through HHCS Contractor staff language capabilities as available. Assist CDA in all aspects of Title VI compliance as mandated by the FAA.
- L. Assist local and surrounding police personnel in transportation and supportive assistance of travelers in crisis.
- M. Provide limited protective services for travelers including, but not limited to, immigrants, refugees and travelers requiring extensive services beyond the scope of routine airport services.
- N. Provide protective lounge services for travelers needing private room assistance.
- O. Attend meetings, trainings and conferences as requested by the Commissioner of Aviation or designee.
- P. Provide volunteers ~~to the CDA~~ at CDA's request for special projects including, but not limited to:
 1. Special Meet & Greets
 2. Welcome for conventions, city sponsored events and festivals
 3. Entertainment in the Terminals
 4. Comfort/Therapy Animals
 5. Emergency responses
- Q. Assist in monitoring the conditions of Airport airport amenities including, but not limited to exhibit areas, escalators and restrooms.
- R. Attend ~~regular~~ meetings at a regular frequency with CDA Staff to ensure continuity of service and compliance with CDA service delivery expectations.
- S. Coordinate the activities of all ~~100+~~ volunteers to support activities included in the scope of services.
- T. Distribute information, maps and tourism materials from each Information Desk. Maintain supply of materials at each location and in main office.
- U. Provide resources and assistance to passengers during major events at O'Hare including, but not limited to major weather delays, the passenger assistance program, unplanned excessive delays, diversions and emergencies.
- V. Conduct Airport Practice Experience for travelers with special needs.
- W. Attend ADA compliance training as requested by the CDA and assist with all aspects of the FAA's Airport Disability Compliance Program.
- X. Provide uniforms for staff and volunteers which identify themselves as airport and language assistance. Uniforms must be worn at all times while on duty.

(2) SPACESpace

The CDA ~~agrees to make available to TAC~~ shall provide, a program of HHCS, space to Contractor at O'Hare ~~as the Commissioner shall assign~~. Office space in Terminal 2 will be made available and such space will be used only for purposes described herein and for no other purposes. In the event that the Commissioner determines the space occupied by TAC Contractor is needed for other purposes, Contractor HHCS shall vacate the space with airport support within thirty (30) calendar days of notice to Contractor. In the event of a Notice to Vacate, the Commissioner will make every reasonable effort to make alternate space available the HHCS alternate space as determined to the Contractor to enable HHCS to perform the services herein described and the airport shall negotiate relocation costs. Reasonable relocation costs shall be reimbursed to Contractor in accordance with Exhibit 2.

(3) SCHEDULE Schedule

~~The TAC program of HHCS Contractor shall provide the services described hereof from 8:00 am until 9:00 pm Monday through Friday and from 10:00 am until 9:00 pm on Saturday and Sunday each and every calendar day including all applicable holidays during the terms of this agreement Agreement. If services are needed which require TAC personnel to remain available beyond the agreed upon schedule of work hours, such services will be rendered at no additional cost to the City. The Commissioner may, in her sole discretion, require Contractor to perform services stated herein in addition to the hours set forth in this Exhibit. To the extent that Contractor has actual costs associated with additional services, Contractor shall be reimbursed pursuant to Exhibit 2 – Compensation guidelines.~~

~~TAC shall provide services at O'Hare every day of the year.~~

(4) Supporting Infrastructure

~~The CDA shall make every reasonable effort to the extent available to provide the following infrastructure to the Contractor at the following locations. Failure or inability for the CDA to provide the following infrastructure shall not be deemed an act of default or be construed as a failure to perform.~~

A. Main Office:

- i. Office computers for staff use, loaded with word processing, presentation, spreadsheet and database software
- ii. Office phones with phone line service
- iii. Cell phone and cell phone service for use at locations without land lines
- iv. Internet service for all computers
- v. 2 printers/scanners
- vi. Use of Interpretation services via phone or tablet app
- vii. General office furniture

B. Information Desks:

- i. Desk structure with lockable storage
- ii. 2 chairs per desk and cord/lock as anti-theft
- iii. Computer tablets or equivalent for use at each of the information desks
- iv. Wi-Fi access
- v. Telephone service
- vi. Airport information/maps for distribution

C. General:

- i. Parking for Volunteers on duty
- ii. Parking for Travelers Aid staff
- iii. Airport Badge

(5) Emergency Travel Services

~~Given the unpredictable nature of passenger and travel emergencies that may arise including, but not limited to, national security, weather, or serious medical issues, the parties agree that Contractor may expend additional funds from the "Travel Emergency Contingency" line item.~~

**MEMORANDUM OF
UNDERSTANDING**

Contract Summary Sheet

Contract (PO) Number: 28432

Specification Number: 118566

Name of Contractor: HEARTLAND HUMAN CARE SERVICES INC

City Department: DEPT OF AVIATION

Title of Contract: Reimbursement Agreement (Travelers Aid Chicago "Project")

Term of Contract: Start Date: 6/25/2013

End Date: 12/31/2018

Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):
\$4,299,818.00

Brief Description of Work: Reimbursement Agreement (Travelers Aid Chicago "Project")

Procurement Services Contract Area: COMPTROLLER-OTHER

Vendor Number: 1070377

Submission Date:

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CHICAGO DEPARTMENT OF AVIATION
AND
TRAVELERS AID CHICAGO, a program of HEARTLAND HUMAN CARE
SERVICES, INC.

This MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into as of, March 1, 2013 ("Effective Date") by and between the City of Chicago ("City"), acting through its Chicago Department of Aviation ("CDA") and Travelers Aid Chicago, a program of Heartland Human Care Services, Inc. ("HHCS/ Contractor"). Collectively, ("Parties") refers to the entities that have entered into this Agreement including HHCS and the CDA.

WITNESSETH:

WHEREAS, the City is a home rule unit of government as defined in Section 6(a) of Article VII of the Constitution of the State of Illinois; and

WHEREAS, Article 16 of the Amended and Restated Airport Use Agreement for O'Hare International Airport requires the City to among other things, to operate and maintain the airport in a prudent manner as well as maintain order at the airport; and

WHEREAS, HHCS currently provides social services to the traveling public and visitors at O'Hare International Airport; and

WHEREAS, the City wishes to continue said social services to the traveling public and visitors at O'Hare International Airport; and

WHEREAS, HHCS agrees to continue providing said services; and

WHEREAS, both the City and HHCS having reviewed and agree to the Scope of Services listed on Exhibit 1, which is attached hereto and fully incorporated into the MOU; and

WHEREAS, both the City and HHCS having reviewed and agree to the PROPOSED BUDGET listed on Exhibit 2, which is attached hereto and fully incorporated into the MOU; and

WHEREAS, both the City and HHCS have agreed to enter into this MOU to continue said services and have agreed as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto mutually warrant and agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above constitute material and integral parts of this Agreement and are incorporated herein by reference.
2. **JOINT PARTICIPATION.** The Parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel, and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
3. **ADVICE OF COUNSEL.** Each of the Parties hereto represents and warrants that it has had the advice of counsel concerning the terms and conditions of this Agreement and in entering into it. In entering into this Agreement, HHCS and the City represent that each has relied upon the advice of its attorney, who is the attorney of its choice, and that the terms of this Agreement have been interpreted and explained by its attorney, and that these terms are fully understood and voluntarily accepted by the Parties.
4. **BINDING NATURE OF AGREEMENT.** The terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties hereto, and their respective successors, administrators, executors, beneficiaries, and/or assigns.
5. **CONTROLLING LAW.** This Agreement shall be construed in accordance with, and its validity and effect, including any claims of breach of any of the terms hereof, shall be governed by, the laws of the State of Illinois, without regard to Illinois law regarding choice of law.
6. **VENUE.** The venue of any action commenced for the purposes of interpretation, implementation, and/or enforcement of the terms and conditions of this Agreement shall be the Circuit Court of Cook County, Illinois.
7. **NO THIRD PARTY RIGHTS.** Nothing in this Agreement is intended or shall be interpreted to confer any rights, privileges or rights of action of any kind upon any person or entity not a party to this Agreement, or to effectuate a release by the Parties of any claims or causes of action that either Party has or may have against any person or entity not a Party to this Agreement.
8. **MODIFICATION.** This Agreement may not be altered, amended, changed, terminated, or modified in any material respect without the express, written consent of both of the Parties hereto. No waiver by any Party hereto of any breach or default hereunder shall be deemed a waiver of any other or subsequent breach or default.

9. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.
10. **INDEPENDENT CONTRACTOR.** This Agreement 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 Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.
11. **INDEMNITY.** Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Agreement or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Agreement; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.
12. **INVOICES.** Original invoices must be sent by the Contractor to the Department to apply against the Agreement. 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. Invoice must only be submitted for actual completed work. Contractor is not entitled to budgeted amounts unless work is actually performed.
13. **PRIOR APPROVAL OF EXPENSES.**
 - a. **Travel and Related Expenses.** Out of town travel is not anticipated under this MOU. However, should out of town travel become necessary in the performance of the Services, Contractor 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. Expenses incurred for travel in Chicago will be subject to Group II Limitations as set forth in the City's guidelines.
 - b. **Equipment, Tools and Vehicles.** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for Contractor'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.

14. **COMPLIANCE WITH ALL LAWS.** 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 Agreement are deemed inserted in the Contract whether or not they appear in the Agreement.
15. **INSURANCE.** Contractor agrees to provide and maintain the insurance coverage and requirements as set forth in Exhibit 3 which is attached hereto.
16. **MODIFICATION AND AMENDMENTS.** Any modifications or amendments to the Agreement must be in writing and bear the signatures of authorized representatives of the City and Contractor.
17. **TERMINATION OF AGREEMENT.** The City may terminate this Agreement, or all or any portion of the services to be performed under it, at any time by a notice in writing from the City to the Contractor.
18. **ENTIRE AGREEMENT.** This Agreement and Exhibits attached hereto and incorporated by reference, shall constitute the entire agreement between the two parties as to subject matter hereof and no other warranties, inducements, considerations, promises or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.
19. **NOTICES AND CONSENTS.** All consents and approvals shall be in writing. All notices and other communications in connection with this Agreement, shall be in writing and be sent by registered or certified mail, postage prepaid and addressed as follows:

If to Contractor: Travelers Aid/Heartland Human Care Services, Inc.
208 S. LaSalle St., Suite 1818
Chicago, Illinois 60604

If to City: City of Chicago, Department of Aviation
Attn: Commissioner
10510 W. Zemke Rd.
Chicago, Illinois 60666

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

City of Chicago, Acting through its
Chicago Department of Aviation

Travelers Aid/Heartland Care Services, Inc,

By: Rosemarie S. Andolino By: David Sinski 6/4/13
(4)

Name: Rosemarie S. Andolino
Title: Commissioner

Name: David Sinski
Title: Executive Director

EXHIBIT 1

SCOPE OF SERVICES

Travelers Aid Chicago a program of Heartland Human Care Services, Inc. (HHCS) shall provide assistance to travelers and visitors at O'Hare International Airport, under the direction of the Commissioner of Aviation or his/her designee, which assistance shall include but shall not be limited to, the following:

- A. Staff offices at the Airport as may be designated by the Commissioner for the purpose of being the non-sectarian provider of social work services to travelers and visitors at O'Hare within the context of the comprehensive network of human service providers at O'Hare. International travelers will receive needed support for crisis intervention, social services, and travel planning from experienced Travelers Aid Staff. These two offices shall be easily accessible to the traveling public and hours shall consist of:

Terminal 2 Main Office

Monday - Friday: 8:30 am - 9:00 pm

Saturday - Sunday: 10:00 am - 9:00 pm

Terminal 5 Office

Monday - Friday: 8:30 am - 9:00 pm

Saturday - Sunday: 10:00 am - 9:00 pm

- B. In addition to staffing the Travelers Aid offices in Terminals 2 and 5, TAC provides 100+ volunteers and paid staff to provide information, direction and referral services from Information Desks in each terminal of the airport. Information Desks are located both airside and landside throughout the airport. These desks shall be staffed and operational:

Monday - Friday 9:00 am - 8:00 pm

Saturday - Sunday 10:00 am - 7:00 pm

- C. All office and information desk hours will be extended during peak travel days, as needed, based on projections received in advance from the Chicago Department of Aviation. The Commissioner also reserves the right to change all hours as needed.
- D. Volunteers supervised by TAC will be charged with roving the busiest points in domestic terminals including, but not limited to: Terminal 1 - Concourse B and C, throughout Terminal 2, from Terminal 2 through the Rotunda, and throughout Terminal 3 and throughout Terminal 5. Locations may be changed to meet the areas

of greatest demand throughout the domestic terminals, as directed by the Chicago Department of Aviation.

- E.** Serve as an ombudsperson to distressed passengers and visitors and advocate for the resolution of the immediate needs of travelers experiencing travel-related crises.
- F.** Assist travelers in making alternate travel plans, housing accommodations and other personal/professional arrangements because of trip interruptions or other crises.
- G.** Receive referrals from airlines, Chicago Police, Aviation Security, Aviation personnel, UIC Medical Center, USO, O'Hare Interfaith Chapel, TSA and airport community at large. Assist these referrals with social work, crisis intervention and/or advocacy services.
- H.** Provide referrals to these entities for passengers in need of the respective service.
- I.** Provide professional casework services for geographically separated families in conjunction with more than 50 Travelers Aid International sites throughout the world; International Social Services and its international bureaus; and with U.S. based embassies and consulates, as needed.
- J.** Provide crisis intervention and counseling with support from local governmental bodies, private human service organizations, national human service networks, local hospitals and treatment facilities, and Heartland Human Care Services' legal, social service and refugee departments.
- K.** Provide language support to non-English speaking travelers and visitors through Chicago Department of Aviation provided telephonic translation services or through Heartland Human Care Services' staff language capabilities, as available.
- L.** Assist local and surrounding police personnel in transportation and supportive assistance of travelers in crisis.
- M.** Provide for travel accompaniment services for travelers including, but not limited to, immigrants, refugees, and arriving international adoptees requiring extensive travel meet and escort services beyond the scope of routine airport services.
- N.** Provide limited protective lounge services for travelers needing more isolated waiting room assistance including, but not limited to, nursing mothers.
- O.** Attend such meetings and conferences as may from time to time be requested by the Commissioner or designee.
- P.** Provide volunteers to the Chicago Department of Aviation for special projects including, but not limited to:
 - Special Meet & Greets

Holiday Gift Wrapping
Welcome for City sponsored events and festivals
Entertainment in the Terminals

- Q. Assist in monitoring the condition of Airport amenities including, but not limited to, exhibit areas, escalators, and restrooms.
- R. Attend regular meetings with Chicago Department of Aviation staff to ensure continuity of service and compliance with Chicago Department of Aviation service delivery expectations.
- S. Coordinate the activities of 50 to 200 active volunteers to support activities included in the Scope of Service.
- T. Distribute information and tourism materials from each Information Desk, as provided by the Chicago Department of Aviation.
- U. Provide resources and assistance to passengers during major events at O'Hare including, but not limited to major weather delays, the passenger assistance program and unplanned excessive delays.

1. **SPACE**

The Department of Aviation agrees to make available to Travelers Aid Chicago, a program of HHCS, space at O'Hare International Airport as the Commissioner, in his/her discretion, shall assign. Space within Terminal 2 and Terminal 5 will be made available, as well as space for a Volunteer Coordinator to conduct trainings. Such space shall used only for the purposes described herein and for no other purposes whatsoever. In the event that the Commissioner, at his/her discretion determines that space occupied by Travelers Aid Chicago is needed for other purposes, then Heartland Human Care Services shall thereupon vacate such space, with Airport support, within thirty (30) days, and the Commissioner shall make available to Heartland Human Care Services such alternate space as he/she determines is adequate to enable Heartland Human Care Services to perform the services herein above described and the Airport shall negotiate relocation costs.

2. **SCHEDULE**

The Travelers Aid Chicago program of Heartland Human Care Services shall provide the Services described hereof from 8:30 am until 9:00 pm Monday through Friday and from 10:00 am until 9:00 pm on Saturday and Sunday, during the terms of this Agreement. If Services are needed that require Travelers Aid Chicago personnel remain available beyond the agreed upon schedule of work hours, such Services will be rendered at no additional cost to the City.

Travelers Aid Chicago shall provide services every day of the year except Thanksgiving, Christmas, New Years Day, Memorial Day, Independence Day, and Labor Day.

**EXHIBIT 2
PROPOSED BUDGET**

City of Chicago
Chicago O'Hare International Airport
Heartland Human Care Services
Budget 2013 Thru 2017

REVENUE	YEAR 1	Justification	YEAR 2	YEAR 3	YEAR 4	YEAR 5	NOTES
	March 2013- Feb 2014		Proposed March 2014	Proposed March 2015	Proposed March 2016	Proposed March 2017	
Dept. Of Aviation Contract / Proposal	782,966	CDA requested doubling the customer services work of TAC at O'Hare. Including 3 new desks outside security, increase in desks in T5, and increasing hours at information desks 26 hours per week, per location, requiring increased staffing, volunteers, and operations costs.	814,836	846,063	922,040	933,913	Revenue based on actual anticipated expenses only. Volunteers will be expanded from current 125 to 425 total volunteers, allowing us to serve at least 1 million passengers per year.
SUBTOTAL REVENUE	782,966		814,836	846,063	922,040	933,913	
EXPENSES:							
Personnel Expenses							
Senior Manager, Carol King	66,853	Previous budget based on estimated salary increase annually. Proposed budget based on current actual salary.	67,990	69,145	70,321	71,516	
Manager, John Ishu	51,444	Previous budget based on estimated salary increase annually. Proposed budget based on current actual salary based on merit.	52,319	53,208	54,112	55,032	
Volunteer Manager, Kendra Paraskevopoulos	37,230	Previous budget based on estimated need, proposed budget based on actual salary.	37,863	38,507	39,161	39,827	
Lead Supervisor T5, John Wahlund	34,680	Previous budget based on staff at the time. Proposed budget based on current staffing.	35,270	35,869	36,479	37,099	
Lead Supervisor T2, Vivian Rohleder	34,302	Previous budget based on staff at the time. Proposed budget based on current staffing.	34,885	35,478	36,081	36,695	
Lead Volunteer Coordinator, Melissa Clark	35,700	Position increased to full time to assist Volunteer Manager with volunteer oversight with recent increase in recruitment for T5 expansion and late shift.	36,307	36,924	37,552	38,190	

City of Chicago
Chicago O'Hare International Airport
Heartland Human Care Services
Budget 2013 Thru 2017

REVENUE	YEAR 1 March 2013- Feb 2014	Justification	YEAR 2 Proposed March 2014-	YEAR 3 Proposed March 2015-	YEAR 4 Proposed March 2016-	YEAR 5 Proposed March 2017-	NOTES
Volunteer Coordinator, to be Hired in Year 4		TAC anticipates adding 75 new volunteers per year to build into full staffing of desks and roving. Following 3 years, this would require additional staff support and office space to accommodate the check-in, training, orientation of volunteers.			37,000	37,629	Position added starting Year 4, with anticipated increase in volunteers, office, and coordination needed.
Supervisor T2, Crystal Fisher	31,840	Previous budget based on estimated need, proposed budget based on actual salary.	32,381	32,932	33,492	34,061	
Supervisor T2, Kelley Johnson	31,188	Increased to full time based on program need and reallocating funds.	31,718	32,257	32,806	33,363	
Supervisor T5, Robert Devereaux	30,613	Previous budget based on estimated need, proposed budget based on actual salary.	31,133	31,663	32,201	32,748	
Supervisor PTS, Amanda Pomp	31,188	Increased to full time based on program need and reallocating funds.	31,718	32,257	32,806	33,363	
Supervisor (.5 FTE) Virginia Koch	19,219	Previous budget based on estimated need, proposed budget based on actual salary.	19,546	19,878	20,216	20,560	
Supervisor (.5 FTE) Noha Khalifa	16,189	Previous budget based on staff at the time. Proposed budget based on current staffing.	16,464	16,744	17,029	17,318	
Supervisor (.5 FTE) Noora Mure	18,360	Previous budget based on estimated need, proposed budget based on actual salary.	18,672	18,990	19,312	19,641	
Managing Director (.5 FTE)	33,576	Previous budget based on estimated need, proposed budget based on merit and increase annually. Proposed budget based on current actual salary based on merit and changing role.	34,147	34,727	35,318	35,918	
Executive Director (.1 FTE)	16,830	Executive Director has consistently provided support and oversight to the contract and operations. This cost should have been included in previous budgets, the agency was able to leverage previously, but cannot afford to now.	17,116	17,407	17,703	18,004	

City of Chicago
Chicago O'Hare International Airport
Hearland Human Care Services
Budget 2013 Thru 2017

REVENUE	YEAR 1 March 2013- Feb 2014	Justification	YEAR 2 Proposed March 2014	YEAR 3 Proposed March 2015	YEAR 4 Proposed March 2016	YEAR 5 Proposed March 2017	NOTES
Sub-Total Salary Expenses (12.1 FTE)	489,212	TOTAL increased from 10.5 FTE staff in previous budgets due to increased work and budget reallocation.	497,529	505,987	551,588	560,965	Rate of salary increase calculated at 1.7%
FICA	37,308	Previous based on estimate at the time, proposed based on current actual.	39,173	41,132	43,189	45,348	
SUTA	8,106	Previous based on estimate at the time, proposed based on current actual.	8,511	8,937	9,384	9,853	
Workers Comp.	3,887	Previous based on estimate at the time, proposed based on current actual.	4,081	4,285	4,500	4,725	
Long Term Disability	2,993	Previous based on estimate at the time, proposed based on current actual.	3,143	3,300	3,465	3,638	
Health Insurance	72,894	Previous based on estimate at the time, proposed based on current actual.	76,539	80,366	84,384	88,603	
Life Insurance	641	Previous based on estimate at the time, proposed based on current actual.	673	707	742	779	
Pension	14,630	Previous based on estimate at the time, proposed based on current actual.	15,362	16,130	16,936	17,783	
Short Term Disability	1,343	Previous based on estimate at the time, proposed based on current actual.	1,410	1,481	1,555	1,632	
EAP	558	Previous based on estimate at the time, proposed based on current actual.	586	615	646	678	
Sub-Total Fringes	142,360	Previous budget was based on projected estimate of fringe from 2008. Proposed budget based on current actual based on changing market and staff selection of plan.	149,478	156,952	164,799	173,039	Increase based on conservative estimate rate of 5%, due to the anticipation of the larger increase in health care costs.

City of Chicago
Chicago O'Hare International Airport
Heartland Human Care Services
Budget 2013 Thru 2017

REVENUE	YEAR 1	Justification	YEAR 2	YEAR 3	YEAR 4	YEAR 5	NOTES
	March 2013- Feb 2014		Proposed March 2014	Proposed March 2015	Proposed March 2016	Proposed March 2017	
Payroll processing	980	Based on current actual charged to contract.	1,009	1,040	1,071	1,103	
Total Personnel Expenses	632,552		648,016	663,978	717,459	735,108	
Staff Expenses							
Employee Business Expenses	1,000	Majority of EBES are travel to TAI Board and Annual meetings, which was removed. Remainder is for staff to commute to Administration building, etc.	1,030	1,061	1,093	1,126	
Staff Development	3,000	Agency required rate of \$250 per FTE (12) to provide trainings and education for staff.	3,090	3,183	3,278	3,377	
Subscription/Reference Material	927	Estimated cost based on current year actual for 5 OAG subscriptions at desks.	955	983	1,013	1,043	increase cost per year based on anticipated increase of 75 volunteers each year and reduced in the final year to reflect retention comparable
Volunteer Recruitment	6,963	Based on current year actual increased in anticipation of having 200 volunteers by the end of the contract year. Includes logistics database costs, group membership, and incentives.	9,574	12,207	14,893	5,500	Increase cost per year based on anticipated increase of 75 volunteers per year, last year will be for retention only.
Volunteer Appreciation	11,927	Increased to reflect growth in volunteer numbers. Includes cost of luncheon, retention event, and appreciation gifts.	16,400	20,910	25,510	26,275	
Professional Liability Insurance	1,610	Previous based on estimated increase, proposed based on current actual.	1,658	1,708	1,759	1,812	
Total Staff/Volunteer-Related Expenses	25,427		32,707	40,062	47,545	39,132	
Office Services Expenses							

City of Chicago
Chicago O'Hare International Airport
Heartland Human Care Services
Budget 2013 Thru 2017

REVENUE	YEAR 1 March 2013- Feb 2014	Justification	YEAR 2 Proposed March 2014-	YEAR 3 Proposed March 2015-	YEAR 4 Proposed March 2016-	YEAR 5 Proposed March 2017-	NOTES
Office Supplies and postage	9,626	Majority of supplies and postage are related to volunteer needs and resources. Conservative increase anticipated as a result.	13,236	16,876	20,588	21,206	The majority of costs are based on volunteer needs, therefore the rate of increase is based on the volunteer growth. Year 5 is for retention only.
Communications Expense	4,356	Based on current actual. Includes cost of one fax line and business cell phones used by managers.	4,487	4,621	4,760	4,903	
Total Office Services Expenses	13,982		17,722	21,497	25,348	26,109	
III. Professional Services Expense							
TAI Membership Dues	2,950	Based on actual membership rate. Previous budget based on estimate, proposed based on current actual. Calculated based on proportion of cost for agency.	2,950	2,950	2,950	3,039	Anticipate that dues will not change immediately, but will eventually based on cost of living increase.
Audit Fees	1,201		1,237	1,274	1,312	1,352	
Total Professional Services Expense	4,151		4,187	4,224	4,262	4,390	
Occupancy Expenses							
Janitorial	3,000	Previous budget based on estimate. Proposed based on current actual, \$250/month for both offices	3,000	3,000	4,500	4,500	Increased in Year 4 with anticipation of new office space needed.
Total Occupancy Expenses	3,000		3,000	3,000	4,500	4,500	
Equipment Expenses							
Office Equip. Purchases/Lease (non-capital)	1,500	Cost based on actual leasing cost for copier in both offices and anticipation of need for new equipment as old equipment dies.	2,750	2,833	2,917	3,005	

City of Chicago
Chicago O'Hare International Airport
Heartland Human Care Services
Budget 2013 Thru 2017

	YEAR 1 March 2013- Feb 2014	Justification	YEAR 2 Proposed March 2014-	YEAR 3 Proposed March 2015-	YEAR 4 Proposed March 2016-	YEAR 5 Proposed March 2017-	NOTES
REVENUE							
Total Equipment Expenses	1,500		2,750	2,833	2,917	3,005	
Client Support Expenses							
Food, Emergency Supplies, Transportation, Clothes	6,200	Previous based on estimated increase in need; proposed based on actual for current year, increased slightly for additional passengers served due to increase in volunteers.	6,386	6,578	6,775	6,978	
Total Client Support Expenses	6,200		6,386	6,578	6,775	6,978	
SUBTOTAL EXPENSES							
	686,812		714,768	742,161	808,807	819,222	
Management, General, & Admin. Expense MG&A Federally Approved Rate (14%)	96,154	Shared Services costs are based on a federally approved agency rate charged to expenses incurred. Previous contract was estimated based on earlier rate, which fluctuates each year. Previous years HHCS was not compensated in full due to underestimation.					
TOTAL EXPENSES	782,966		814,836	848,063	922,040	933,913	
NET SURPLUS/(DEFICIT) \$-	0		0	(0)	0	(0)	
Total Contract Budget	4,299,818						


REVISED 5-YEAR BUDGET



CHICAGO DEPARTMENT OF AVIATION
CITY OF CHICAGO

MEMORANDUM

To: Ilyas A. Lakada
Attorney

From: 
Amber A. Ritter
Managing Deputy Commissioner
Chief Commercial Officer

Date: April 14, 2020

RE: **APPROVAL OF BUDGET**

Vendor: Heartland Human Care Services, Inc.
Requisition: 220446
Specification: 757459

Please be advised that I have reviewed the attached (5) year budget in the total amount of \$5,990,321.00 as identified more fully therein.

This amount is consistent with the proscribed Scope of Services and in line with the CDA's appropriated budget for the same.

Please contact me if you require any additional information.



HEARTLAND ALLIANCE

Heartland Human Care Services
January 1, 2019 - December 31, 2023
Proposed Budget

	Year 1 January 2019 - December 2019	Year 2 January 2020 - December 2020	Year 3 January 2021 - December 2021	Year 4 January 2022 - December 2022	Year 5 January 2023 - December 2023
REVENUE					
Chicago Department of Aviation	1,109,792	1,152,361	1,195,498	1,241,883	1,290,787
TOTAL REVENUE	1,109,792	1,152,361	1,195,498	1,241,883	1,290,787
EXPENSES					
Personnel					
Associate Director, John Ishu	66,055	68,036	70,078	72,180	74,345
Program Manager, TBH	50,750	52,273	53,841	55,456	57,120
Volunteer Manager, Anthony Medina	55,609	57,278	58,996	60,766	62,589
Volunteer Coordinator, Kaifei Linda Zheng	36,735	37,837	38,972	40,141	41,345
Volunteer Coordinator, Mazin Shaban	39,751	40,943	42,171	43,436	44,740
Lead Supervisor, Bryan Van Rees	45,035	46,386	47,777	49,211	50,687
Social Services Supervisor, TBH	36,735	37,837	38,972	40,141	41,345
Social Services Supervisor, TBH	40,155	41,360	42,600	43,878	45,195
Social Services Supervisor, TBH	40,155	41,360	42,600	43,878	45,195
Social Services Supervisor, Noora Mure	36,190	37,275	38,394	39,546	40,732
Social Services Supervisor, Paul Obbagy	22,481	23,156	23,851	24,566	25,303
Social Services Supervisor, Eiffel Yap	20,481	21,095	21,728	22,380	23,051
Social Services Supervisor, Kallopi Heotis	21,730	22,382	23,054	23,745	24,457
Social Services Supervisor, Philip Nightingale	20,538	21,154	21,789	22,443	23,116
Resource Pool Supervisor (as needed) - Virginia Koch, Lillian De La Cruz, Roshaynae C. Hammond, Clariza Saint George	39,248	40,425	41,327	42,567	43,844
Associate Director Strategic Development	6,636	6,835	7,040	7,252	7,469
Senior Director	51,349	52,890	54,477	56,111	57,794
Executive Director	21,149	21,784	22,437	23,110	23,804
Sub-Total Salary Expenses	650,783	670,306	690,104	710,808	732,132
Fringes					
FICA	45,902	47,280	48,674	50,134	51,638
SUTA	4,013	4,093	4,175	4,258	4,344
Workers Comp.	8,066	8,227	8,392	8,559	8,731
Long Term Disability	2,184	2,250	2,316	2,385	2,457
Health Insurance	114,363	125,799	138,379	152,217	167,439
Life Insurance	720	742	764	786	810
Pension	18,001	18,541	19,088	19,661	20,250
Short Term Disability	1,068	1,100	1,133	1,167	1,202
Sub-Total Fringes	194,317	208,031	222,920	239,168	256,870
Total Personnel Expenses	845,100	878,337	913,024	949,976	989,002
Staff/Volunteer Expenses					
Employee Business Expenses	1,000	1,100	1,210	1,331	1,464
Staff Development	3,540	3,894	4,283	4,712	5,183
Volunteer Appreciation & Recruitment	23,700	25,000	26,300	27,600	28,900

Karla Durrah

Signature

SENIOR DIRECTOR - HOUSING & HEALTH

Print Title

03/05/2020

Date

HEARTLAND ALLIANCE

Heartland Human Care Services
 January 1, 2019 - December 31, 2023
 Proposed Budget

	Year 1 January 2019 - December 2019	Year 2 January 2020 - December 2020	Year 3 January 2021 - December 2021	Year 4 January 2022 - December 2022	Year 5 January 2023 - December 2023
Events	1,200	1,320	1,452	1,597	1,757
Professional Liability Insurance	2,655	2,735	2,817	2,901	2,988
Total Staff/Volunteer Expenses	32,095	34,049	36,062	38,141	40,292
Operating Expenses					
Office Supplies and postage	7,800	8,100	8,400	8,700	9,000
Communications Expense	5,200	5,460	5,733	6,020	6,321
Property Liability Insurance	386	444	510	587	675
Total Operating Expenses	13,386	14,004	14,643	15,307	15,996
Professional Services Expense					
TAI Membership Dues	2,950	2,950	3,000	3,000	3,000
Audit Fees	1,405	1,381	1,437	1,495	1,557
Payroll processing	11,682	12,032	12,393	12,765	13,148
Total Professional Services Expense	16,037	16,364	16,830	17,260	17,705
Occupancy Expenses					
Janitorial	3,744	3,960	4,000	4,040	4,080
Total Occupancy Expenses	3,744	3,960	4,000	4,040	4,080
Equipment Expenses					
Office Equip. Purchases/Lease (non-capital)	-	500			
Total Equipment Expenses	-	500	-	-	-
Client Support Expenses					
Food, Emergency Supplies, Transportation, Clothes	3,000	3,100	3,200	3,300	3,400
Total Client Support Expenses	3,000	3,100	3,200	3,300	3,400
SUBTOTAL EXPENSES	913,361	950,313	987,759	1,028,023	1,070,475
Travel Emergency Contingency	50,000	50,000	50,000	50,000	50,000
Management, General, & Admin. Expense (15.2%)	146,431	152,048	157,739	163,860	170,312
TOTAL EXPENSES	1,109,792	1,152,361	1,195,498	1,241,883	1,290,787
NET SURPLUS/(DEFICIT) \$ -	(0)	(0)	0	0	0

Kate Durrah
 Signature

SENIOR DIRECTOR - HOUSING & HEALTH
 Print Title

03/05/2020
 Date

**PROFESSIONAL SERVICES
AGREEMENT**

Spec. No: 757459

P.O. No:

81523

Vendor No: 1005621A

City-Funded

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF AVIATION**

AND

HEARTLAND HUMAN CARE SERVICE, INC.



**INFORMATION AND PROFESSIONAL SOCIAL SERVICES WITHIN CHICAGO
O'HARE INTERNATIONAL AIRPORT**

**LORI E. LIGHTFOOT
MAYOR**

**Shannon E. Andrews
Chief Procurement Officer**

Table of Contents

ARTICLE 1. INTRODUCTION	1
ARTICLE 2. INCORPORATION OF EXHIBITS:	1
ARTICLE 3. STANDARD TERMS AND CONDITIONS	2
3.1. General Provisions	2
3.1.1. Definitions.....	2
3.1.2. Interpretation of Contract	3
3.1.3. Subcontracting and Assignment	4
3.1.4. Contract Governance	5
3.1.5. Confidentiality.....	8
3.1.6. Indemnity	8
3.1.7. Non-Liability of Public Officials	9
3.1.8. Contract Extension Option	9
3.2. Compensation Provisions	9
3.2.1. Ordering, Invoices, and Payment	9
3.2.2. Subcontractor Payment Reports.....	11
3.2.3. Prompt Payment to Subcontractors	12
3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions	13
3.3. Compliance With All Laws	14
3.3.1. General.....	14
3.3.2. Certification of Compliance with Laws	14
3.3.3. Federal Affirmative Action	14
3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements.....	15
3.3.5. Other Non-Discrimination Requirements	16
3.3.6. Wages	18
3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS").....	20
3.3.8. Restrictions on Business Dealings	22
3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380	24
3.3.10. Other City Ordinances and Policies.....	24
3.3.11. Compliance with Environmental Laws and Related Matters	28
3.4. Contract Disputes	31
3.4.1. Procedure for Bringing Disputes to the Department	31
3.4.2. Procedure for Bringing Disputes before the CPO	31
3.5. Events of Default and Termination	32
3.5.1. Events of Default.....	32
3.5.2. Cure or Default Notice	32
3.5.3. Remedies	33
3.5.4. Non-Exclusivity of Remedies.....	33
3.5.5. City Reservation of Rights	33
3.5.6. Early Termination.....	33
3.6. Department-specific Requirements.....	34
3.6.1. Department of Aviation Standard Requirements	34
3.6.2. Emergency Management and Communications (OEMC) Security Requirements	37
3.6.3. Chicago Police Department Security Requirements	39
3.6.4. Department of Water Management ("DOWM") Security Requirements.....	40
ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES – SINGLE PROJECT	43
4.1. Providing Services	43
4.2. Standard of Performance	43
4.3. Deliverables	43

4.4.	Additional Services	44
4.5.	Timeliness of Performance	44
4.6.	Suspension	44
4.7.	Personnel	44
4.7.1.	Adequate Staffing	44
4.7.2.	Key Personnel	44
4.7.3.	Salaries and Wages	45
4.8.	Ownership of Documents	45
4.9.	Copyright Ownership and other Intellectual Property	45
4.9.1.	Patents	46
4.9.2.	Indemnity	46
4.10.	Approvals	46
4.11.	Cooperation	46
4.12.	Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility	46
4.13.	Reimbursement for Travel	47
4.14.	Multi Project Labor Agreement (PLA)	47
ARTICLE 5.	SCOPE OF WORK AND DETAILED SPECIFICATIONS	48
5.1.	Scope of Services	48
5.2.	Term of Performance	48
5.3.	Payment	48
5.3.1.	Basis of Payment	48
5.3.2.	Method of Payment	48
5.3.3.	Centralized Invoice Processing	48
5.3.4.	Criteria for payment	49
5.4.	Funding	49
ARTICLE 6.	SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES	50
6.1.	Policy and Terms	50
6.2.	Definitions	51
6.3.	Joint Ventures	52
6.4.	Counting MBE/WBE Participation Toward the Contract Specific Goals	53
6.5.	Regulations Governing Reductions to or Waiver of MBE/WBE Goals	55
6.5.1.	Direct Participation	56
6.5.2.	Assist Agency Participation in wavier/reduction requests	57
6.5.3.	Impracticability	57
6.6.	Procedure to Determine Bid Compliance	58
6.7.	Reporting Requirements During the Term of the Contract	59
6.8.	Changes to Compliance Plan	60
6.8.1.	Permissible Basis for Change Required	60
6.8.2.	Procedure for Requesting Approval	61
6.9.	Non-Compliance and Damages	61
6.10.	Arbitration	62
6.11.	Equal Employment Opportunity	63
6.12.	Attachments and Schedules	64
Attachment A	Assist Agency List (Rev. Apr. 2018)	65
Attachment B	Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals	70
Schedule B	Affidavit of Joint Venture	71
Schedule C-1:	Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant	76
Schedule D-1:	Affidavit of Implementation of MBE/WBE Goals and Participation Plan	77
ARTICLE 7.	INSURANCE REQUIREMENTS	8283

7.1. Insurance to be Provided.....	<u>8283</u>
7.1.1. Workers Compensation and Employers Liability	<u>8283</u>
7.1.2. Commercial General Liability (Primary and Umbrella)	<u>8283</u>
7.1.3. Automobile Liability (Primary and Umbrella)	<u>8283</u>
7.1.4. Excess/Umbrella	<u>8283</u>
7.1.5. Professional Liability	<u>8384</u>
7.1.6. Property	<u>8384</u>
7.2. Additional Requirements	<u>8384</u>
ARTICLE 8. SIGNATURE PAGE	<u>8586</u>
EXHIBIT 1: SCOPE OF WORK	<u>8788</u>
EXHIBIT 2: COMPENSATION	90
EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE	91
EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S).....	92
EXHIBIT 5: MBE / WBE COMPLIANCE PLAN	93
EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)	94

ARTICLE 1. INTRODUCTION

This Contract is entered into as of the _____ day of _____, 20__ ("Effective Date") by and between Heartland Care Services, Inc., an Illinois not-for-profit 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 Aviation ("City"), at Chicago, Illinois.

This non-competitive procurement Agreement, in accordance with the Illinois Municipal Purchasing Act for cities of 500,000 or more population; 65 ILCS 5/8-10-4, is a five (5) year Agreement to provide information and professional social services to the passengers of O'Hare International Airport ("O'Hare"). Travelers Aid Chicago, a program of Heartland Human Care Services, Inc., shall provide assistance to travelers and visitors to O'Hare under the direction of the Commissioner of Aviation or his/her designee.

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
- Exhibit 2: Schedule of Compensation
- Exhibit 3: 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 release 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

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

3.2.3.3. Liquidated Damages for Failure to Promptly Pay

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

3.2.3.4. Action by the City

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

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

3.2.3.5. Direct Payment to Subcontractors By City

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

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

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

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

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

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

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

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

3.3. Compliance With All Laws

3.3.1. General

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

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

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

3.3.2. 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 3.3.4.1, "Compliance With Regulations" through 3.3.4.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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 journeyworkers 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; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

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 rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2019 is **\$14.10 per hour**. The Minimum Wage must be paid to:

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

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

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Contractors 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 a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

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

3.3.6.2. Living Wage Ordinance

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

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

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

As of July 1, 2018 the Base Wage is \$12.88. The current rate can be found on the Department of Procurement Services' website.

Note: As of July 1, 2018, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

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

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

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

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

3.3.6.3. Chicago Paid Sick Leave Ordinance

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

3.3.6.4. Equal Pay

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

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 officer's 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 (MCC 2-92-612)

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

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement)

awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contractor" means the person to whom a contract is awarded.

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

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

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

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

3.3.10.11. Policy on Non-Disclosure of Salary History (MCC 2-92-385)

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 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 "Rules 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

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 an 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 PROFESSIONAL SERVICES – SINGLE PROJECT

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 provided without a Purchase Order.

4.2. Standard of Performance

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

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

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

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

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

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

4.3. Deliverables

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

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

4.4. Additional Services

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

4.5. Timeliness of Performance

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

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

4.6. Suspension

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

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

4.7. Personnel

4.7.1. Adequate Staffing

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

4.7.2. Key Personnel

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract

by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages

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

4.8. Ownership of Documents

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

4.9. Copyright Ownership and other Intellectual Property

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

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b)

Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.9.1. Patents

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

4.9.2. Indemnity

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

4.10. 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.

4.11. 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.

4.12. 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.

4.13. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. 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.

4.14. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

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

ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services

This Contract is for Information and Professional Social Services within Chicago O'Hare International Airport.

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

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

5.2. Term of Performance

This Contract takes effect as of the Effective Date and continues for sixty (60) months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

5.3. Payment

5.3.1. 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.

5.3.2. 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.

5.3.3. 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.

5.3.4. 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.

5.4. Funding

The source of funds for payments under this Contract is Fund number 18-740-85-4010-0140-0140. Payments under this Agreement must not exceed \$5,700,000.00 without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284

Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following 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
----------------	----------------

NO STATED GOALS

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either an MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

6.2. Definitions

"Area of Specialty" means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

"Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

"Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"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" means the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination 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.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations 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. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

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

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

6.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 - iii. Each joint venture partner executes the bid to the City; and

- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A 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 Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

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

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

6.5.1. Direct Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - 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; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- 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; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

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

1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

6.5.2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

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

6.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

6.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- (2) **Letters of Certification.**
A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.
- (3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).
- (4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, 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 Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.
- All commitments for joint venture agreements must be delineated in the Schedule B.
- (5) **Application for Approval of Mentor Protégé Agreement**
Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

6.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdb.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

6.8. Changes to Compliance Plan

6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

6.8.2. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

6.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or

in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

6.10. Arbitration

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

arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

6.11. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

6.12. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

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

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2368 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsgc.org Web: www.chicagomsgc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

Chicago Urban League *

4510 S. Michigan Ave.
 Chicago, IL 60653
 Phone: 773-624-8810
 Fax: 773-451-3579
 Email: sbrinston@thechicagourbanleague.org
 Web: www.cul-chicago.org
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

Chicago Women in Trades (CWIT)

2444 W. 16th Street
 Chicago, IL 60608
 Phone: 312-942-1444
 Jayne Vellinga, Executive Director
 Email: jvellinga@cwit2.org
 Web: www.chicagowomenintrades2.org
 Maintains list of certified firms: No
 Provides training for businesses: Yes

Contractor Advisors Business Development Corp. *

1507 E. 53rd Street, Suite 906
 Chicago, IL 60615
 Phone: 312-436-0301
 Email: info@contractoradvisors.us
 Web: www.contractoradvisors.us
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

Cosmopolitan Chamber of Commerce

1633 S. Michigan Avenue
 Chicago, IL 60616
 Phone: 312-971-9594
 Fax: 312-341-9084
 Email: rmcgowan@cosmochamber.org
 Web: www.cosmochamber.org
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

Do For Self Community Development Co. *

7447 S South Shore Drive, Unit 22B
 Chicago, IL 60649
 Phone: 773-356-7661
 Email: dennisdoforself@hotmail.com
 Web: www.doforself.org
 Maintains list of certified firms: No
 Provides training for businesses: Yes

Far South Community Development Corporation

9923 S. Halsted Street, Suite D
 Chicago, IL 60628
 Phone: 773-941-4833
 Fax: 773-941-5252
 Email: lacy@farsouth.org
 Web: www.farsouthcdc.org
 Maintains list of certified firms: No
 Provides training for businesses: Yes

Federation of Women Contractors *

216 W. Jackson Blvd. #625
 Chicago, IL 60608
 Phone: 312-360-1122
 Fax: 312-750-1203
 Email: fwcchicago@aol.com
 Web: www.fwcchicago.com
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

Fresh Start Home Community Development Corp.

5168 S. Michigan Avenue, 4N
 Chicago, IL 60615
 Phone: 312-632-0811
 Fax: 855-270-4175
 Email: Info@FreshStartNow.us
 Web: www.FreshStartNow.us
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

Greater Englewood Community Development Corp. *

815 W. 63rd Street
 Chicago, IL 60621
 Phone: 773-651-2400
 Fax: 773-651-2400
 Email: jharbin@greaterenglewoodcdc.org
 Web: www.greaterenglewoodcdc.org
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

Greater Pilsen Economic Development Assoc. *

1801 S. Ashland
 Chicago, IL 60608
 Phone: 312-698-8898
 Email: greaterpilsen@gmail.com
 Web: www.greaterpilsen.org
 Maintains list of certified firms: Yes
 Provides training for businesses: Yes

<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlmbizcenter@gmail.com Web: www.jlmccenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955-9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave, Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: dleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No	Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes
---	---

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear _____:

_____ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due _____ advertised specification with the City of Chicago.

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

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

Name of Company Representative at Address/Phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer
Department of Procurement Services
City of Chicago
121 North La Salle Street, Room 806
Chicago, Illinois 60602

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

Sincerely,

Schedule B – Affidavit of Joint Venture

SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
 - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
 1. Profit and loss sharing: _____
 2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

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

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

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

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

SUB-SUBCONTRACTING LEVELS

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

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

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

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)

Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan



SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name _____

Specification No. _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy) () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 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-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

3. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

4. Name of MBE/WBE: _____
Address: _____
Contact Person: _____
Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

5. Attach Additional Sheets as Needed

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary.

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: _____

ARTICLE 7. INSURANCE REQUIREMENTS

**Chicago Department of Aviation
Travelers Aid Chicago (TAC) Program
Heartland Human Care Services, Inc. (HHCS)**

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

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability

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 \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.2. 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 Contractor'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 Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.3. 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 Contractor 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.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

7.1.4. Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections 7.1.1, 7.1.2, 7.1.3 and 7.1.4 herein.

7.1.5. Professional Liability

When social services professionals or any 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 \$1,000,000 for each claim. Coverage must include sexual abuse and molestation. 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 two (2) years.

7.1.6. Property

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

7.2. Additional Requirements

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666 and Department of Procurement Services, City Hall, Room 806, 60602, 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. Contractor 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 Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the 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 Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this 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. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of 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. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the 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 Contractor 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 Contractor 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 Contractor. 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

Insurance required of Subcontractors. Contractor must name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor 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. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section 7.1, Insurance Required. Contractor 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. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section 7.2, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1: SCOPE OF WORK

(1) Detailed Scope of Services

~~Travelers Aid Chicago (TAC), a program of Heartland Human Care Services, Inc. (HHCS)~~ Contractor shall provide assistance to travelers and visitors to Chicago O'Hare International Airport (O'Hare) under the direction of the Commissioner of Aviation or his/her designee. This assistance shall include, but not be limited to, the following:

- A. Staff offices at O'Hare for the purpose of being the non-sectarian provider of social work services to travelers and visitors of O'Hare within the context of the comprehensive network of human service providers. International travelers will receive needed support for crisis intervention, social services and travel planning from experienced Travelers Aid staff. The office shall be easily accessible to the traveling public and hours shall consist of:

Terminal 2 Main Office

Monday – Friday: 8:00 am – 9:00 pm
Saturday – Sunday: 10:00 am – 9:00 pm

- B. In addition to staffing the Travelers Aid office in Terminal 2, ~~Contractor TAC~~ shall provide ~~100+~~ no less than (100) volunteers and paid staff to provide information, directions, and referral services from Information Desks located in each ~~terminal~~ terminal. Information Desks are located both airside and landside throughout the airport. These desks shall be staffed by competent staff and further be operational the following hours:

Airside and Landside Information Desks

Monday – Friday: 8:00 am – 8:00 pm
Saturday – Sunday: 10:00 am – 7:00 pm

- C. All office and information desk hours will be extended during peak travel days as needed, based on projections received in advance from the Chicago Department of Aviation or for a travel or weather related emergency. The Commissioner reserves the right to change all hours as needed. The Commissioner may, in her sole discretion, require Contractor to perform services stated herein in addition to the hours set forth in Provisions B of this Exhibit 1. To the extent that Contractor has actual costs associated with additional services, Contractor shall be reimbursed pursuant to Exhibit 2 – Compensation guidelines.
- D. Volunteers supervised by ~~Contractor TAC~~ will be charged with roving the busiest points in the terminals including, but not limited to:
1. Terminal 1 – Concourses B and C
 2. Terminal 2 – Concourses E and F
 3. Rotunda
 4. Terminal 3 – Concourses G, H, K and L
 5. Terminal 5 – Concourse M

The above locations are based on observed, historical information and may be changed to meet the areas of greatest demand as directed by the Chicago Department of Aviation Commissioner or her designee.

- E. Serve as an ombudsperson to distressed passengers and visitors and advocate for the resolution of the immediate needs to travelers experiencing travel-related crises.
- F. Assist travelers in making alternate travel plans, housing accommodations and other personal/professional arrangements due to trip interruptions or other crises.
- G. Receive referrals from airlines, the Chicago Police Department, ~~CDA Aviation Security~~, CDA personnel, UIC Medical Center, the USO of Illinois, the O'Hare Interfaith Chapel, TSA and the airport community at large. Assist these referrals with social work, crisis intervention and/or advocacy services.
- H. Provide referrals to these entities for passengers in need of the respective service.
- I. Provide professional casework services for geographically separated families in conjunction with more than 50 other Travelers Aid International sites throughout the world, International Social Services and its international bureaus, and with U.S. based embassies and consulates as needed.

- J. Provide crisis intervention and counseling with support from various partners including, but not limited to, local government agencies, private human service organizations, national human service networks, local hospitals, local treatment facilities and Heartland Human Care Services' legal, social service and refugee departments.
- K. Provide language support to non-English speaking travelers and visitors through CDA provided translation services and through HHCS-Contractor staff language capabilities as available. Assist CDA in all aspects of Title VI compliance as mandated by the FAA.
- L. Assist local and surrounding police personnel in transportation and supportive assistance of travelers in crisis.
- M. Provide limited protective services for travelers including, but not limited to, immigrants, refugees and travelers requiring extensive services beyond the scope of routine airport services.
- N. Provide protective lounge services for travelers needing private room assistance.
- O. Attend meetings, trainings and conferences as requested by the Commissioner of Aviation or designee.
- P. Provide volunteers ~~to the CDA~~ at CDA's request for special projects including, but not limited to:
 - 1. Special Meet & Greets
 - 2. Welcome for conventions, city sponsored events and festivals
 - 3. Entertainment in the Terminals
 - 4. Comfort/Therapy Animals
 - 5. Emergency responses
- Q. Assist in monitoring the conditions of Airport-airport amenities including, but not limited to exhibit areas, escalators and restrooms.
- R. Attend ~~regular~~ meetings at a regular frequency with CDA ~~Staff~~ to ensure continuity of service and compliance with CDA service delivery expectations.
- S. Coordinate the activities of all ~~100+~~ volunteers to support activities included in the scope of services.
- T. Distribute information, maps and tourism materials from each Information Desk. Maintain supply of materials at each location and in main office.
- U. Provide resources and assistance to passengers during major events at O'Hare including, but not limited to major weather delays, the passenger assistance program, unplanned excessive delays, diversions and emergencies.
- V. Conduct Airport Practice Experience for travelers with special needs.
- W. Attend ADA compliance training as requested by the CDA and assist with all aspects of the FAA's Airport Disability Compliance Program.
- X. Provide uniforms for staff and volunteers which identify themselves as airport and language assistance. Uniforms must be worn at all times while on duty.

(2) SPACE

The CDA ~~agrees to make available to TAC~~ shall provide, a program of HHCS, space to Contractor at O'Hare ~~as the Commissioner shall assign~~. Office space in Terminal 2 will be made available and such space will be used only for purposes described herein and for no other purposes. In the event that the Commissioner determines the space occupied by TAC Contractor is needed for other purposes, Contractor HHCS shall vacate the space with airport support within thirty (30) calendar days of notice to Contractor. In the event of a Notice to Vacate, ~~the~~ Commissioner will make every reasonable effort to make alternate space available ~~the~~ HHCS alternate space as determined to the Contractor to enable HHCS to perform the services herein described and the airport shall negotiate relocation costs. Reasonable relocation costs shall be reimbursed to Contractor in accordance with Exhibit 2.

(3) SCHEDULE Schedule

~~The TAC program of HHCS Contractor shall provide the services described hereof from 8:00 am until 9:00 pm Monday through Friday and from 10:00 am until 9:00 pm on Saturday and Sunday each and every calendar day including all applicable holidays during the terms of this agreement Agreement. If services are needed which require TAC personnel to remain available beyond the agreed upon schedule of work hours, such services will be rendered at no additional cost to the City. The Commissioner may, in her sole discretion, require Contractor to perform services stated herein in addition to the hours set forth in this Exhibit. To the extent that Contractor has actual costs associated with additional services, Contractor shall be reimbursed pursuant to Exhibit 2 – Compensation guidelines.~~

~~TAC shall provide services at O'Hare every day of the year.~~

(4) Supporting Infrastructure

~~The CDA shall make every reasonable effort to the extent available to provide the following infrastructure to the Contractor at the following locations. Failure or inability for the CDA to provide the following infrastructure shall not be deemed an act of default or be construed as a failure to perform.~~

A. Main Office:

- i. Office computers for staff use, loaded with word processing, presentation, spreadsheet and database software
- ii. Office phones with phone line service
- iii. Cell phone and cell phone service for use at locations without land lines
- iv. Internet service for all computers
- v. 2 printers/scanners
- vi. Use of Interpretation services via phone or tablet app
- vii. General office furniture

B. Information Desks:

- i. Desk structure with lockable storage
- ii. 2 chairs per desk and cord/lock as anti-theft
- iii. Computer tablets or equivalent for use at each of the information desks
- iv. Wi-Fi access
- v. Telephone service
- vi. Airport information/maps for distribution

C. General:

- i. Parking for Volunteers on duty
- ii. Parking for Travelers Aid staff
- iii. Airport Badge

(5) Emergency Travel Services

~~Given the unpredictable nature of passenger and travel emergencies that may arise including, but not limited to, national security, weather, or serious medical issues, the parties agree that Contractor may expend additional funds from the "Travel Emergency Contingency" line item.~~

EXHIBIT 2: COMPENSATION

EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)

EXHIBIT 5: MBE / WBE COMPLIANCE PLAN
Not Applicable

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: Information and Professional Social Services within Chicago O'Hare International Airport
Specification #: 757459

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)