

Request for Proposals (RFP)

**International Gate Control (IGC)
for services at Chicago's
O'Hare International Airport ("O'Hare")**

**Airport Operational Database (AODB),
its implementation, and other services**

August 22, 2024

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1 Introduction

1.1 Focus and purpose of the document

This document is intended to serve as a Request for Proposal (RFP) for the development, implementation, and maintenance of an Airport Operational Database (AODB) software system. The primary focus of this RFP is to outline the specific requirements, expectations, and criteria deemed essential for the successful selection of a software vendor capable of delivering a robust, efficient, and adaptable AODB solution at O'Hare International Airport (O'Hare).

With this RFP, bidders are requested to submit their definitive proposal for the scope of services described below and in accordance with the conditions of the RFP.

The purpose of this document is to:

1.1.1 Clearly Define the Project Scope

Outline the comprehensive needs and expectations for the AODB software, including its functional, technical, and operational requirements. This clarity will help ensure that potential vendors have a thorough understanding of our objectives and the challenges that the software is expected to address. Our goal is to avoid ambiguity and avoid future change orders and unexpected costs during the implementation and maintenance phases.

At a minimum, we expect an AODB to include Flight Information (FIMS), Resource Management (RMS), an Information Broker (IB), and a Reporting Module. Furthermore, we expect at least three available instances of the AODB, including a Test System, Pre-Production ("Sandbox") System, and a Production system, including all modules.

1.1.2 Facilitate Transparent and Fair Vendor Selection

Establish a structured process for proposal submission and evaluation. This process is designed to be transparent and equitable, ensuring that all potential vendors are assessed against the same criteria and standards.

1.1.3 Encourage Competitive Proposals

By providing a detailed and structured RFP, we aim to attract a diverse pool of vendors. This competition is expected to foster innovative solutions and cost-effective proposals, ultimately benefiting O'Hare through the selection of the best possible AODB system.

1.1.4 Establish Expectations and Deliverables

Clearly communicate the project timelines, deliverables, and performance metrics that the selected vendor will be expected to meet. This includes outlining the terms and conditions that will govern the project execution and the subsequent maintenance and support phases.

1.1.5 Ensure Compliance and Alignment with Standards

Emphasize the importance of adherence to relevant industry standards; governmental regulations, including federal, state, and municipal laws, rules, and policies; and prevailing practices in the development and deployment of the AODB software. This ensures not only

the operational efficiency but also the safety, security, and compliance of the system within the aviation industry's regulatory framework.

This document is a critical tool in our endeavor to upgrade O'Hare's operational capabilities through the acquisition of a state-of-the-art AODB system. It reflects our commitment to improving O'Hare's operational efficiency, data management, and overall service quality to a wide range of airport stakeholders.

1.2 Outline of the item to be procured

The AODB, including its individual modules (*e.g.*, resource management), will serve as the central hub for all airport operations, providing real-time data management and decision support. The AODB is envisioned to streamline operations, enhance data accuracy, and improve overall airport efficiency. It will be pivotal in managing diverse data streams encompassing flight information, resource allocation, informed decision making, and additional future uses. The system will be instrumental in ensuring smooth and efficient airport operations, directly contributing to enhanced passenger experiences and compliance by helping O'Hare maintain its commitments to its airlines and regulatory partners.

O'Hare currently uses an AODB to manage flight data streams and manage airport resources. The primary focus of this existing AODB has been at O'Hare's primary international terminal, Terminal Five. The scope of this RFP, however, is much broader and encompasses O'Hare's entire operations and terminals, across all concourses.

At a high level, this RFP seeks responses from proponents addressing the following areas:

1.2.1 System Architecture

The AODB system will feature a robust and scalable architecture, capable of integrating seamlessly with existing airport systems such as Flight Information Display Systems (FIDS), Baggage Handling Systems (BHS), and other operational tools. It should be designed with scalability in mind to accommodate future technological advancements and operational needs. The architecture must support high availability and be resilient to operational disruptions.

1.2.2 Avoiding Excess Customization is Preferred

We are seeking, to the extent possible, an off-the-shelf software package that aligns with our operational requirements without necessitating extensive manual customization. The ideal solution shall be a comprehensive, ready-to-deploy system capable of seamlessly integrating into our existing infrastructure, offering a wide range of functionalities to meet our specific needs right out of the box. It should inherently support our core operational processes, including flight and gate scheduling, resource management, passenger information services, and common FIDS, BIDS, and MUFIDS applications, among others, ensuring that we can leverage a set of core features without the need for extensive modifications or bespoke development.

It should also allow non-technical users to configure and customize the AODB system without the need for coding. And it should provide a user-friendly interface for updating system parameters, workflows, and business rules.

The goal of this procurement is to minimize implementation time and costs while maximizing efficiency and reliability, thereby enhancing our operational capabilities with a proven, market-ready solution that has a track record of successful deployments in environments like ours. We do value additional and future capabilities, but for this initial project, will be focused on core functionality and deployment speed.

1.2.3 **Functional Requirements**

The AODB must efficiently handle real-time data acquisition and management, including flight scheduling, resource allocation, and management of passenger and baggage processes. It should support seamless integration with Airport Resource Management Systems for optimized gate allocation and ground handling services. The system must also provide efficient aircraft movement tracking and parking management.

Further details on our functional requirements is provided as Appendix 2 to this RFP.

1.2.4 **Data Management and Storage**

IGC requires robust data management capabilities, including secure and efficient methods for data collection and input. The database should be structured to facilitate easy retrieval and analysis of data, with stringent data security measures to ensure data integrity. Provisions for regular data backup and recovery processes are essential to safeguard against data loss.

1.2.5 **User Interface and Accessibility**

The AODB should feature a user-friendly interface, with customizable dashboards and reporting tools for different user roles. A role-based access control system is essential for ensuring data security and appropriate access levels across various airport departments and stakeholders.

1.2.6 **Information Dissemination**

The system must enable efficient and real-time dissemination of information to various stakeholders, including integration with the airport's FIDS, BIDS, and MUFIDS applications for both Common Use and airline-managed display systems. It should also support an automated alert systems for critical notifications.

1.2.7 **Reporting and Analytics**

The AODB should offer comprehensive reporting capabilities, both standard and customizable, to support data-driven decision-making. Advanced analytics tools for forecasting and performance tracking are essential to monitor and improve operational efficiency.

1.2.8 **System Reliability and Performance**

High system reliability and performance are non-negotiable, with defined uptime benchmarks and continuous performance monitoring. The system must include a disaster recovery plan and business continuity strategies to handle operational disruptions without data loss or significant downtime.

1.2.9 **Compliance and Standards**

Compliance with aviation industry standards, including regulatory compliance requirements, is critical. The system must adhere to international aviation standards and best practices for data management and operational efficiency.

1.2.10 **Implementation Plan**

A clear and feasible implementation plan, including project timelines, staff training, and comprehensive system testing, is required. The plan should detail the phases of implementation, testing protocols, and strategies for minimizing operational disruptions during the transition period.

1.2.11 **Maintenance and Support**

Post-implementation, ongoing technical support, regular software updates, and a clear service level agreement (SLA) are required for continuous system performance and up-to-date functionality.

1.2.12 **Budget and Cost Considerations**

Proposals should include a detailed breakdown of initial implementation costs, as well as long-term maintenance and operational expenses. Cost-effectiveness without compromising on functionality and performance will be a key evaluation criterion.

1.2.13 **Vendor Requirements**

Vendors must demonstrate extensive experience and qualifications in delivering similar projects. References from previous projects, especially in the aviation sector, will be considered a significant advantage in the evaluation process.

1.3 **Brief introduction of the Parties**

1.3.1 **International Gate Control (IGC)**

IGC Inc. serves the CDA through an agreement to provide certain slot coordination, operations management, planning, and capacity management services at O'Hare. IGC has a 30-year history at O'Hare and assists with the changes and adoption of IATA and airline regulations and schedules. IGC has been involved in all aspects of airport and terminal expansion, construction, and utilization. IGC has an established and ongoing relationship with multiple national and international airlines and the associated oversight and governing bodies.

IGC is the contracting entity for this procurement and will serve as the primary point-of-contact for the future operation of the AODB. IGC may also be assisted by various other parties at their discretion.

1.3.2 **Chicago Department of Aviation (CDA)**

The CDA is the owner and operator of O'Hare, one of the world's busiest airports. Known for its operational efficiency and commitment to service excellence, the CDA ensures that O'Hare remains a vital hub for global air travel and a significant economic contributor to the region.

The CDA is a primary stakeholder and future user of the AODB.

2 Administrative aspects of this RFP

2.1 Structure of the RFP documents

The structure and documents associated with this RFP are summarized below:

Section 1	Introduction
Section 2	Administrative aspects of this RFP
Section 3	Functional requirements
Section 4	Contractual conditions

Supplemental information:

Appendix 1	Bidder introduction form and checklist (completed online)
Appendix 2	Requirements matrix (compliance declaration spreadsheet)
Appendix 3	Price matrix
Appendix 4	Data Protection Requirements for Contractors, Vendors, and Third-Parties
Appendix 5	Questions and answers
Appendix 6	Insurance requirements
Appendix 7	Sexual Harassment Affidavit

2.2 Confidentiality

The bidder undertakes to treat all information acquired in conjunction with this RFP in the strictest confidence and exclusively to use such information to prepare the proposal for IGC.

Information and data of any kind may only be forwarded to third parties in conjunction with the present RFP, as a matter of principle, with the express consent of IGC in each case. The same also applies regarding suppliers, where applicable, and in the case of proposals prepared by a group of bidders.

Proposals shall be treated confidentially by IGC, to the extent permitted under its agreement with the City of Chicago and under applicable laws and regulations.

2.3 Rights

All rights to the documents enclosed with the RFP shall remain the property of IGC.

By submitting a proposal, the bidder agrees that IGC acquires the necessary right to use all the information, documents, and proposal documents required for execution of the RFP and evaluation of the bids received.

2.4 Contacts and questions

During the bidding process, you will be assisted by the following members of the RFP team. You are therefore requested to address all questions and all correspondence exclusively to these people.

Please communicate exclusively by **e-mail**.

Aspects concerning the content of the RFP and all proposal-related questions:

E-Mail to: projects@igcinc.org

Technical and proposal transmission-related questions:

IGC (Attn: Mr. Piotr Szyszka)

Telephone: +1 773-377-0155

E-Mail to: projects@igcinc.org

Bidders are requested to send questions in via email. All questions received will be collected and provided in anonymous form with the corresponding answers as an **Answer document** for all bidders. This document will become **Appendix 5** to this RFP and will be distributed to all bidders as an amendment to this RFP.

Please ensure that your questions feature a reference to the RFP documents, such as file "*Name*", document page "*xx*" and/or section "*zz*."

Questions asked by telephone will not be answered, with the sole exception of technical assistance requested in submitting emails or files in response to this RFP.

2.5 Schedule

The timing for the RFP is planned as follows. IGC reserves the right to change this schedule.

Activity	Date	Time
Start of RFP-process		
Publication of RFP online	Thursday, Aug. 22	5 p.m. (CST)
Conference call: Review of this RFP and instructions for submitting questions via MS Teams (<i>optional but participation is encouraged</i>)	Friday, Aug. 30	1 p.m. (CST)
Deadline for submitting questions via email	Friday, Sep. 6	5 p.m. (CST)
IGC providing answers and issuing amended RFP, if required	Friday, Sep. 13	5 p.m. (CST)
Submission deadline (received via email)	Monday, Oct. 7	5 p.m. (CST)
Bidder presentations	Date by invitation	TBD
Preliminary award and invitation to proceed with commercial negotiations	Friday, Dec. 6	5 p.m. (CST)

Bidders are requested to organize their internal resources accordingly and consider a potential project start in early January 2025, with reasonable flexibility to align team resources.

2.6 Presentation of the bidders and general contractor

Bidders are requested to update their company profile using the template in Appendix 1 (online). This information should contain all of the information necessary to communicate with your firm.

Bidders are allowed to submit their bid with subcontractors as a general contractor. Both, the general contractor or any subcontractor is requested to use the form in Appendix 1 to present their respective company.

2.7 Submission of proposals

Bidders will be able to send their proposals until the end of the bidding period (see Section 2.5). Only proposals which have been received by email will be included when the proposals are evaluated.

**For the avoidance of doubt, no proposals will be accepted after
Monday, October 7, 2024, at 5 p.m. (CST).**

Materials should be sent electronically via email to: Projects@igcinc.org

By submitting their proposals, the bidders explicitly accept the RFP conditions set out here.

Please submit proposals early. Do not consider your proposal as successfully submitted until you receive an email reply from IGC acknowledging receipt.

2.8 Documents to be submitted

Bidders are requested to offer the specified scope of services without restriction. If the RFP is found to contain contradictions or services which cannot be realized, these must be identified and clarified using the question process described in Section 2.4.

Proposals must be prepared from the point of view of complete system functioning. No parts, components or ancillary services needed for execution of the services may be omitted from the proposal, even if they have not been explicitly requested in the RFP.

Recall from Sections 1.1.1 and 1.2.2 that our goal is to avoid ambiguity and avoid future change orders and unexpected costs during the implementation and maintenance phases. If additional system components or services are needed to achieve the full functionality described in Section 2, then these components and services should be included in the proposal.

Bidders are requested to submit the following documents (proposal):

2.8.1 Introduction of the Bidder (Appendix 1)

The bidder shall complete the interactive form located at:

<https://forms.office.com/e/TYuqjLEDjJ>

This form shall contain basic information about your firm, your prior experiences, and relevant references as part of your RFP response.

We invite bidders to complete this online form as soon as practicable, even in advance of the RFP response submission. Doing so will allow us to keep in touch should we issue amendments or future notices regarding this RFP.

2.8.2 Management and Staffing Plan

Bidders shall provide a *Management Summary*, including an organizational chart and list of team members, including resumes, to be assigned to this project. Bidders shall provide a dedicated Project Manager to this Project. This Project Manager will be responsible for the management of the successful bidder's activities, resources, and deliverables.

For each team member, provide a summary of experience with the proposed system, including the number of years of relevant experience and years employed by the bidder. For each proposed team member, provide assurance that the team member will be available and remain on the project until its completion (include the availability of replacement team members in the event the proposed team members become unavailable prior to the commencement of or during the Project).

Bidders shall document its staff, experience, and qualifications by providing a **Staffing Plan** describing the manner in which it plans to manage and staff the Project. The Staffing Plan shall include, at a minimum, the proposed Project Manager, lead functional and technical key personnel, and a Post-Implementation On-Site Support Technician or plan to

provide future on-site support activities on a recurring or ad hoc basis. Also provide a description of the on-site versus off-site presence of the bidder's Project Manager throughout various phases of the project, including any allocation of time between other client's projects.

2.8.3 Detailed description of services

The proposed AODB must include a description of the system described in Section 1.2 of this RFP. The bidder shall submit an explanation of the functional and technical capabilities of the AODB, including any relevant modules (*e.g.*, resource management) necessary to achieve the desired level of functionality described in this RFP.

The description of services shall include, at a minimum, responses addressing the 13 areas outlined in Section 1.2 of this RFP.

2.8.4 Confirmation of compliance

The bidder shall read and complete the relevant fields contained in Appendix 2 confirming whether it can comply with the requirements contained therein. Appendix 2 is in the form of an Excel spreadsheet indicating for each functional requirement sought by IGC your planned ability to deliver such requirement (as indicated in the document).

This document shall be returned, in Excel format with the bidder's submission. A response is required for each individual requirement. Space is provided for an explanation or comments, if needed.

2.8.5 Price matrix

The bidder shall complete the pricing matrix in the format described in Appendix 3. This price matrix shall be returned with the bidder's submission.

2.8.6 Presentation of the bidder and references in accordance with Appendix 1 (online)

2.8.7 Proposed project schedule,

This shall include a description of resources, including personnel, needed to meet the project schedule with anticipated availability dates.

IGC reserves the right to only include complete and legally binding proposals in its evaluation

2.9 Requirements of Form

To permit efficient analysis and evaluation of the proposal, bidders are requested to comply with the following requirements of form:

- Proposals and questions must be written in English.
- The content should be limited to the scope necessary for evaluation of the proposals, as described in Section 2.8. You may, however, submit up to ten pages of additional material, including general sales materials, company descriptions, sell sheets, and similar documents. These may be used by the evaluation team for general information purposes, but they will not affect the scoring of proposals.

- We request each bidder to use the price matrix in Appendix 3. If you are proposing an alternate pricing structure than contained in the template, please describe it in an accompanying document.
- The compliance declaration (Appendix 2) must not contain any information relating to prices.
- Documents should be submitted in native format, if possible. Otherwise, we will accept Adobe PDF format (PDF).
- Should the file size exceed 10 Megabytes, you may request a secure online portal to submit files. Please use the technical contact information in Section 2.4 to request this service.

2.10 Validity period of the proposals

All proposals must remain valid for at least three months after the closing date for submission of proposals.

2.11 Term of services

We anticipate awarding an agreement for an initial five-year term beginning upon contract commencement with one option for a renewal term beginning five years after contract commencement through to December 31, 2033.

2.12 Conditions for award of contract

IGC reserves the rights:

- to select proposals at its discretion;
- not to award the contract to any bidder;
- to withdraw individual services or parts;
- to replace individual services with others.

Bidders are entitled to withdraw their proposals at any time prior to award.

The bidder must undertake the entire delivery of software and services itself or arrange for it to be delivered by subcontractors. Potential subcontractors must be named in the bidder's proposal; however, bidder may make changes by notifying IGC in writing at the latest before the contract is awarded. IGC reserves the right to reject subcontractors without stating reasons. The right to subcontract the order as a whole shall be excluded.

2.13 Conditions for execution

The bidder shall be obliged to name one person as responsible liaison officer for the entire project duration and ensure that person's availability. IGC will also name a contact to liaise between the

customer and the bidder. Where necessary, IGC will designate additional contacts during the project.

All persons deployed by the bidder are obliged to treat in strictest confidence all business matters concerning IGC when dealing with third parties. Details of this requirement are contained in Appendix 4. By submitting a bid, bidders agree to conform to Appendix 4.

Furthermore, all bidders are required to comply with City of Chicago Information Security Policies.

A complete list of these policies can be found at:

<https://www.chicago.gov/securitypolicy>

3 Prices

3.1 General

A transparent price structure permitting evaluation of individual partial performances is of fundamental importance for award of the contract.

The bidder is personally responsible for obtaining full information on all details of the order and of the planned work; among other things, this includes obtaining the documents / information required for execution of the work, verifying the required operational sequences, etc.

Pricing should be broken down as to allow for clear identification of each line item and delineate between one time vs recurring costs

Price risks due to an incorrect assessment based on the scope for which bidders are invited must be borne by the bidder.

Prices for partial performances must be quoted independently / separately of one another.

All prices must be stated in USD as net sums, including any tax, if applicable

The proposal must be binding.

3.2 Services to be provided by IGC and other stakeholders

Bidders are requested to state in full all services which, in their opinion, are to be provided by IGC and other members of stakeholder community. These include, but are not limited, to the following:

- Personnel to be provided by IGC (project management, core team)
- Required specifications.
- Further information required.
- Offices
- Other services to be provided by IGC

The services to be provided by IGC must be **listed in full** in Appendix 1.

4 Contractual conditions

Proposals are evaluated based on the Evaluation Criteria using the proposal, including all Appendices and attachments.

4.1 Title VI Solicitation Notice

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, all Respondents are notified ensure that in any contract entered into pursuant to this advertisement disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

4.2 Prohibition on Certain Contributions - Mayoral Executive Order No. 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.

4.3 Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

The successful Respondent shall attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" attached hereto) 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.

4.4 MBE/WBE Requirements

The successful Respondent will comply with the City's requirements for the use of Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs). The goals for this contract are 25% for MBE and 5% for WBE. Any waivers to these requirements must be granted in accordance with the attached Special Conditions Regarding Minority, Women, and Veteran Owned Business Enterprise (MBE/WBE/VBE) Commitment for Commodities and Service Contracts.

4.5 Indemnity

The successful Respondent will be required to indemnify, save, and hold harmless the City, IGC, and other interested parties 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 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.

4.6 Insurance

The Respondent must show evidence of its ability to satisfy the insurance requirements contained in the Attachment A.

APPENDIX 1

Presentation of the bidders and general contractor:

The bidder shall complete the interactive form located at:

<https://forms.office.com/e/TYuqjLEDjJ>

APPENDIX 2

Requirements matrix:

Appendix 2 is in the form of an Excel spreadsheet indicating for each functional requirement sought by IGC your planned ability to deliver such requirement.

This template is available in native Excel format on IGC's website.

This document shall be returned, in Excel format with the bidder's submission. A response is required for each individual requirement. Space is provided for an explanation or comments, if needed.

APPENDIX 3

1 Pricing matrix

1.1 Initial costs

Indicate if costs listed below are:

- Monthly
- Annual

Item	Description	Quantity	Unit Price (USD)	Total Price (USD)	Notes
1	Software License Fees				Specify if priced per user, per server, etc.
2	Installation & Configuration				Include any initial setup fees
3	Training Services				Specify if priced per session or per participant
4	Data Migration Services				If applicable
5	Integration Services				Costs for integrating with existing systems
6	Customization Services				If applicable, specify rates
7	First Year Support & Maintenance				Specify coverage details
8	Subsequent Years Support & Maintenance				Provide rates
9	Additional Modules/Add-Ons				If applicable, price per module
10	Hardware (If required)				Specify if vendor provides hardware
11	Other Costs				Specify any other relevant costs

APPENDIX 3

1.2 Recurring costs in subsequent years

Indicate if costs listed below are:

- Monthly
- Annual

Item	Description	Quantity	Unit Price (USD)	Total Price (USD)	Notes
1	Software License Fees				Specify if priced per user, per server, etc.
2	Installation & Configuration				Include any initial setup fees
3	Training Services				Specify if priced per session or per participant
4	Data Migration Services				If applicable
5	Integration Services				Costs for integrating with existing systems
6	Customization Services				If applicable, specify rates
7	First Year Support & Maintenance				Specify coverage details
8	Subsequent Years Support & Maintenance				Provide rates
9	Additional Modules/Add-Ons				If applicable, price per module
10	Hardware (If required)				Specify if vendor provides hardware
11	Other Costs				Specify any other relevant costs

APPENDIX 3

1.3 Cost escalations, if any

APPENDIX 4

Data Protection Requirements for

Contractors, Vendors, and Third-Parties

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1 Information Security.

Contractor agrees to the following:

1.1.1 General

Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.

1.1.2 Access to Data

In addition to the records to be stored/ maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

1.1.3 Minimum Standard for Data at Rest and Data in Motion

Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act

APPENDIX 4

and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>, or at Volume 74 of the Federal Register, beginning at page 42741. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

1.1.4 Where Data is to be Stored

All data must be stored only on computer systems located in the continental United States.

1.1.5 Requirement to Maintain Security Program

Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at https://www.chicago.gov/content/dom/city/depts/doit/supp_info/IS%20and%20IT%20Po/ices/CoC_IT_IS_Policy_Set_ver_RC_OS.pdf ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

1.1.6 Undertaking by Contractor

Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.

1.1.7 Right of Audit by the City of Chicago

The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.

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1.1.8 **Audit by Contractor**

No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago. all at the Contractor's sole expense.

1.1.9 **Audit findings**

Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.

1.1.10 **Demonstrate Compliance – PCI**

No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

1.1.11 **Demonstrate Compliance - HIPM / HITECH**

If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH. Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3. protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals,"

1.1.12 **Data Confidentiality**

Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.

1.1.13 **Compliance with All Laws and Regulations**

Contractor agrees that it will comply with all laws and regulations.

1.1.14 **Limitation of Access**

Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago If the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust. or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law. conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the

APPENDIX 4

above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.

1.1.15 Data Re-Use

Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.

1.1.16 Safekeeping and Security

Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.

1.1.17 Mandatory Disclosure of Protected Information

If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

1.1.18 Data Breach

Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.

1.1.19 Data Sanitization and Safe Disposal

All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization

APPENDIX 4

process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.

1.1.20 **End of Agreement Data Handling**

The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

APPENDIX 5

Questions and answers

Appendix 5 will be released as scheduled in Section 2.5 of the RFP

APPENDIX 6

CONTRACT INSURANCE REQUIREMENTS

Chicago Department of Aviation

1 Insurance required

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

1.1 Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services, or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident;

\$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

1.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent 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, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, mobile equipment, elevator collision, explosion, collapse, and underground, and no pollution exclusion for chemicals, pesticides, or any other equipment servicing the Parking Facilities including heating and cooling, mobile equipment, professional services exclusion deleted, 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.

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Contractor may use a combination of primary and excess/umbrella policy/policies to meet the requirements herein. Excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

1.3 Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as 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.

1.4 Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$25,000,000 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. If a general aggregate limit applies, the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

1.5 Professional Liability (primary / umbrella)

When any program/property managers, security services or professional consultants perform professional work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by the professional consultant in this agreement. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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1.6 Commercial Crime Insurance

The Contractor must provide a Fidelity Bond or Commercial Crime coverage covering all loss or damage by employee dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received or on premises or in possession of Contractor at any given time. The City must be named as a loss payee. Coverage must include, but not be limited to, third party fidelity coverage, including coverage for loss due to theft and must not contain a requirement for an arrest and/or conviction.

1.7 Cyber Liability (primary / umbrella)

Cyber Liability Insurance must be maintained with limits of not less than \$5,000,000 for each occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, the following: network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information), privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as an additional insured and/or indemnified party. If the City is named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended, and not be applicable to the City.

1.8 Builders Risk

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

1.9 Loss and Damage

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

2 Evidence of Insurance

Contractor must furnish IGC Inc., original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit

APPENDIX 6

evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance

3 Other Insurance obtained by Contractor

If Contractor desires additional coverages, Contractor will be responsible for the acquisition and cost.

4 Insurance required of Subcontractors

Contractor must name 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, Professional Liability and Cyber 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 \$10,000,000 per occurrence for access to airfield, \$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 A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations or an endorsement form at least as broad and acceptable to the City Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

5 City's Right to Modify

Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or ease requirements.

APPENDIX 7

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: AODB at O'Hare (Procurement)

Specification#: N/A

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 in compliance with Section 6-10-040 of the MCC.

In accordance with Section 6-10-040 of the MCC, Contractor's written policy prohibiting sexual harassment shall include, at a minimum, the following information:

1. a statement that sexual harassment is illegal in Chicago;
2. the following definition of sexual harassment: "Sexual harassment' means any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) 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; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position.";
3. a requirement that all employees participate in: (1) sexual harassment prevention training annually, (a) Employees shall participate in a minimum of one hour of sexual harassment prevention training annually, and (b) Anyone who supervises or manages employees shall participate in a minimum of two hours of sexual harassment prevention training annually, and (2) one hour of bystander training annually;
4. Examples of prohibited conduct that constitute sexual harassment;
5. Details on: (1) how an individual can report an allegation of sexual harassment, including, as appropriate, instructions on how to make a confidential report, with an internal complaint form, to a manager, employer's corporate headquarters or human resources department, or other internal reporting mechanism; and (2) legal services, including governmental, available to employees who may be victims of sexual harassment; and
6. A statement that retaliation for reporting sexual harassment is illegal in Chicago.

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.

APPENDIX 7

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)



CITY OF CHICAGO
Department of Procurement Services
Aileen Velazquez, 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 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

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

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

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
25%	5%

(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 a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a 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.

1.2. Definitions

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

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

"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.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet 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.

1.4. 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.

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

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract 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.

1.5.1. 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.

1.5.2. 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.

1.5.3. Impracticability

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

The requirements set forth in these **Regulations (this subsection 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals)** shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

1.6. 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 1.3 "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 1.5 "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.

1.7. Reporting Requirements During the Term of the Contract

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

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

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

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

1.8.2. Procedure for Requesting Approval

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

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the 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.

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, 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.

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable

expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrate process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. Equal Employment Opportunity

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

1.12. Attachments and Schedules

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

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

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-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: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL. 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 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.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: 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: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

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

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 1199043

Project Description: Management and Operation of Public Parking and Ground Transportation Facilities - MDW

(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)

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

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

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

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

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

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

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

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

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

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

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



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

**FOR
 NON-CONSTRUCTION
 PROJECTS ONLY**

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:

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.

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.

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 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Schedule D-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 will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

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)

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: _____



Provided by IGC			Completed by Proponent/Bidder		
ID	Category	Topic	Specification	Response	Explanation (required for each row)
1	Policy	Ownership	All data within the AODB is unequivocally owned by the Airport, regardless of any external vendor engagement for database provision, maintenance, or support. The airport retains exclusive rights to all its data, including operational details, passenger information, and flight schedules. The vendor is required to provide full, unrestricted access and control of the data to the airport, ensuring easy extraction, manipulation, and management capabilities. Additionally, all data must be returned to the airport in a usable format, and any vendor-held copies securely deleted upon contract conclusion. This clause ensures the airport's autonomy over its data and protects its long-term interests.		
2	Policy	Compliance with City of Chicago policies	O'Hare is owned and operated by the City of Chicago Department of Aviation. Any AODB system provider must comply with City policies related to data security, encryption, physical hardware security, and cloud computing resources, among other topics.		
3	DCI-01	Real-time data acquisition	Ensure that the AODB includes a core component that can provide a robust real-time data acquisition system. This should ensure it remains interconnected with a multitude of sources, both internal and external, to capture, process, and present data as it is generated.		
4	DCI-01	Real-time data acquisition	The AODB should utilize pre-configured data feeds from third-party flight data providers (e.g., Flightaware) to the extent possible to reduce the need for customization or new integration. This should include common message standards from AIC and IATA (e.g., AIDX).		
5	DCI-01	Real-time data acquisition	Ability to capture of historical data of gate (and other resources) utilization data for future gating decision making, and other schedule matters is required. This should include the ability to integrate VDGS data at a later time.		



			Provided by IGC	Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
6	DCI-02	Data integration	The AODB should be fully integrable with a range of essential systems deployed at O'Hare. This includes, but is not limited to, Flight Information Display Systems (FIDS), Baggage Handling Systems (BHS), and Resource Management Systems (RMS), as well as other Information Display Systems (xIDS). The AODB should possess the ability to exchange data with industry leading vendors of Common-Use Passenger Processing Systems (CUPPS).		
7	DCI-02	Data integration	Recognizing the diversity of data sources and the need for seamless interchange, the AODB should be adept at processing standard data exchange formats. XML, JSON, and CSV should be natively supported, ensuring no data loss or misinterpretation during transfers. The AODB should be able to accept information in IATA standard formats.		
8	DCI-02	Data integration	Integration should also include an analysis and plan to assign baggage assets (BHS, BMU, etc.) into the Resource Management module, as well as allow for user reallocation of baggage system assignments to airlines or handlers. This will include multiple systems and owners (i.e., some baggage assets are operated by airlines, while others are by a Common Use manager or a hybrid mix).		
9	DCI-02	Data integration	O'Hare currently uses ESRI GIS technology, which continues to grow in importance. Additionally, O'Hare is deploying an Enterprise Asset Management System. Both systems will serve as central repositories of asset data (e.g., passenger boarding bridges, gate hardware, and detailed location data). The intent is to integrate these data sources with the AODB over time. But we invite any potential proponent to describe out-of-the-box solutions for integration to typical GIS and EAMS platforms.		

			Provided by IGC	Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
10	DCI-02	Data integration	O'Hare currently has FIDS, BIDS, and other display systems managed in a Common Use environment via Infax technology. Please specify and describe your AODB's ability to stream and synchronize live data to large digital display installations. Include a description of your software's ability to communicate with an Infax environment and any other leading software vendors. Describe any middleware needed outside the acquisition of this AODB.		
11	DCI-03	Data validation and cleansing	Given the diverse data sources feeding into O'Hare's systems, predefined validation rules should be in place for standard data types and formats. These rules will act as the first line of defense, flagging any data that doesn't fit expected criteria.		
12	DCI-03	Data validation and cleansing	The system should be proactive in these scenarios, logging every discrepancy and initiating alerts for critical issues. This ensures that staff at O'Hare can address the situation promptly, maintaining the integrity of operations. Data quality reports should be available to identify recurring errors and their source.		
13	DCI-03	Data validation and cleansing	Need to capture real-time usage of assets and record actual usage (e.g., flights at gate, delays, etc.) and ensure accuracy by highlighting discrepancies between airport and airline-provided data.		
14	DCI-04	Data transformation and enrichment	Recognizing the varied requirements across O'Hare's systems, the data transformation module should empower users with the ability to define and configure rules tailored to their specific needs. This flexibility ensures that data is molded in a manner that aligns with individual application demands. Users should be able to customize data and rules to meet their needs in a user-friendly process (i.e., not requiring programming or coding).		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
15	DCI-04	Data transformation and enrichment	The system should have the capability to enrich its data by intelligently merging information from multiple sources, creating a holistic view and adding depth to the insights derived.		
16	DCI-04	Data transformation and enrichment	Given the importance of data in driving decisions at O'Hare, it's crucial to ensure that transformation rules work as intended. The system should, therefore, equip users with interfaces and tools that allow them to test and validate these rules, ensuring accuracy and eliminating potential errors. This should include a "sandbox" testing environment, independent of the production AODB.		
17	DCI-05	External data integration	Having pre-configured connectors will expedite the data assimilation process. At initial implementation, the AODB is expected to exchange data with airline feeds, resource management modules, real-time flight sources, and the in-place gate scheduling system. This should extend to aeronautical use billing records. Please describe your AODB's existing capabilities to integrate with ERP systems, if any. Keep in mind, ORD uses Oracle.		
18	DCI-05	External data integration	Given the critical nature of many operations, the system must be geared to address connectivity issues without compromising functionality. Should a data feed be unavailable, the AODB should have the ability to continue operations without a complete loss of functionality. It should also support asynchronous messaging via its Information Broker module.		
19	DCI-06	Data synchronization	Ability to resolve conflicts between data sources. E.g., data sources submit conflicting data about a flight's departure time. The AODB automatically detects the inconsistency and either auto-resolves using predefined rules or flags it for manual intervention.		

			Provided by IGC	Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
20	DCI-07	Historical data import	For O'Hare to make informed decisions and analyze trends, it's essential to integrate past records and datasets into the AODB. This integration helps ensure that previous data, even from legacy systems, is accessible and can contribute to analytics and insights. This includes the ability to bring in data from multiple file types, such as CSV, Excel, among others, both during the implementation phase and in the future.		
21	DCI-07	Historical data import	O'Hare has a current AODB in place. Pre-established migration tools and processes are helpful in the transfer of data between AODB systems. This includes prior experience performing such data migrations.		
22	DCI-08	User-defined data input	In situations where automated data collection isn't an option, it's crucial for O'Hare to empower staff to manually enter data into the AODB. Interfaces should be intuitive and straightforward for manual data entry, promoting user ease and efficiency. This should include manual updates to flight schedules or times that may be disseminated to airport FIDS, BIDS, and related digital displays.		
23	DCI-08	User-defined data input	The AODB should employ permissions and access hierarchies to guarantee that only those with the appropriate credentials can contribute or edit data. Systems should be in place to meticulously record and review any manually entered data for transparency and accountability.		
24	DCI-08	User-defined data input	The AODB should permit staff to input data directly from tablets or smartphones. It should be accessible using standard web browsers for the most common functionality.		

Provided by IGC			Completed by Proponent/Bidder		
ID	Category	Topic	Specification	Response	Explanation (required for each row)
25	DMS-01	Data storage	The AODB should furnish a storage solution that not only guarantees the security and integrity of data but also ensures swift data access and scalability in line with the growing data needs of the Airport. It should integrate a contemporary database management system tailored for the diverse data needs of an airport, accommodating both structured formats like schedules and unstructured data like documents.		
26	DMS-01	Data storage	Assurance of data security through the incorporation of encryption methodologies, safeguarding data at rest against potential breaches.		
27	DMS-01	Data storage	Allocating data to different types of storage media based on its access frequency, optimizing cost and performance. This extends to cloud service providers when choosing storage options for current and "cold" data storage.		
28	DMS-02	Data lifecycle management	Provision for users to set data retention parameters tailored to different types of data and operational needs. Deployment of automated processes that handle data archiving and eventual deletion, ensuring that data is only stored as long as operationally necessary.		
29	DMS-02	Data lifecycle management	Infrastructure to accommodate legal holds, ensuring that data that's subject to legal scrutiny is retained irrespective of other retention policies, thus ensuring compliance with legal mandates.		
30	DMS-02	Data lifecycle management	Compliance with data retention policies, with support for variable retention periods between data sets. (We anticipate most records will need at least a 7-year retention period)		
31	DMS-02	Data lifecycle management	Dashboards that provide insights into data storage trends, retention durations, and purge activities, aiding in informed decision making. This should also extend to the cloud service provider, if any.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
32	DMS-03	Data security	The AODB must incorporate stringent data security measures. These measures are designed to defend against both internal and external threats, ensuring that data remains uncompromised and retains its accuracy and integrity. (Explain your firm's general approach to security)		
33	DMS-03	Data security	Deploy a role-based access control system that defines and enforces who can access which data. This ensures that only authorized personnel can view and interact with sensitive information.		
34	DMS-03	Data security	Implement robust and secure communication protocols for the transmission of data, ensuring that data in transit remains shielded from eavesdropping or tampering, using best practices under IATA protocols and recommendations.		
35	DMS-03	Data security	The ability to sign in once to using Active Directory provided by either O'Hare or its Scheduling Manager (single sign-on).		
36	DMS-03	Data security	Encryption of data in transit to ensure it remains confidential and secure. This should extend to all data sources and cloud data provider connections.		
37	DMS-03	Data security	Track and record all user interactions with the data to create an audit trail for accountability and forensic purposes.		
38	DMS-04	Data backup and recovery	Initiate automated backup routines to capture all critical data, ensuring that no significant information is lost due to system errors or failures.		
39	DMS-04	Data backup and recovery	Address procedures, best practices, and ancillary software necessary to prevent and recover from cyber-attacks.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
40	DMS-04	Data backup and recovery	Establish and document recovery time objectives (RTO) to define the desired duration of time for system recovery, and recovery point objectives (RPO) to determine the maximum tolerable period in which data might be lost due to a major incident. What is your firm's standard RTO/RPO for AODB installations?		
41	DMS-05	Data availability and redundancy	Adopt database clustering or replication strategies to ensure that multiple instances of the data are always accessible. This mitigates the risk associated with a single database node failing. In a cloud-based environment, this should also include multiple availability zones for heightened redundancy.		
42	DMS-05	Data availability and redundancy	Utilize load balancers to distribute incoming database queries across various servers, ensuring optimized performance and preventing any single server from being overwhelmed. This may also include measures taken to prevent unnecessary use of the system during unoptimized queries or stuck processes.		
43	DMS-05	Data availability and redundancy	All data must be stored within the continental United States (per City of Chicago policies). This extends to cloud based providers.		
44	DMS-06	Data versioning and audit trails	Document every modification to the data, capturing essential details such as the identity of the user making the change, the exact timestamp of the change, and the nature of the modification. Generate comprehensive audit trail reports that can be reviewed for compliance purposes, investigations, or routine checks.		
45	DMS-06	Data versioning and audit trails	Provide mechanisms that allow for the reversal of data changes, reverting to previous versions if errors are detected or if necessitated by other circumstances.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
46	DMS-07	Data optimization and performance tuning	Engage in regular maintenance routines that enhance the efficiency of the database. Activities include indexing data for faster searches, refining queries for efficient execution, and ensuring optimal resource allocation for tasks.		
47	DMS-07	Data optimization and performance tuning	Establish a comprehensive monitoring system that captures vital performance metrics of the database. This will aid in early detection of inefficiencies and help gauge the impact of optimization efforts.		
48	DMS-08	Data archiving	Deploy an archiving solution, tailored for long-term data storage. This system will be separate from the main operational databases, preventing any potential performance bottlenecks. From a cost-saving perspective, the solution should have the ability to store “cold” data in less expensive archived facilities.		
49	DMS-08	Data archiving	Provide tools that enable users to easily search for, access, and retrieve data from the archives. This ensures that even though the data is archived, it remains easily accessible for authorized personnel.		
50	ID-01	Real-time information broadcasting	Integrate standard communication protocols including those specified by IATA into the AODB system. This will include the core functionality of providing data to flight scheduling systems, FIDS, BIDS, and other systems necessary for efficient operations.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
51	ID-02	Flight information display systems (FIDS) integration	<p>For the purposes of this document, xIDS reflects any information display that disseminates information to the airport's users. This includes FIDS (Flight), BIDS (Baggage), GIDS (Gate) Information Display Systems for the use of passengers, among others. It may also include similar displays intended for airport staff (e.g., BIDS located in the baggage basement indicating to tug drivers which baggage device is assigned to a flight).</p> <p>Implement a robust data synchronization protocol that ensures flight status, gate changes, and other essential details are updated on the FIDS in real-time. This protocol should be equipped to handle the high frequency of flight updates typical at a busy airport like O'Hare.</p>		
52	ID-03	Data feeds for external systems (APIs)	<p>Include a versatile data sharing framework that supports multiple data exchange methods, including REST API, SOAP, and other web services. This ensures compatibility with a range of external systems and applications.</p>		
53	ID-03	Data feeds for external systems (APIs)	<p>Integrate robust security mechanisms, including API rate limiting and access controls. These measures will prevent system overloads, potential data breaches, and unauthorized access, ensuring that the AODB's performance remains optimal and its data secure.</p>		
54	ID-03	Data feeds for external systems (APIs)	<p>Provide comprehensive API documentation that details the methods, data structures, and protocols. This will facilitate smoother integrations, reduce onboarding time for third-party systems, and minimize integration errors.</p>		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
55	ID-03	Data feeds for external systems (APIs)	Embed real-time monitoring and logging capabilities for all API usage. This offers a dual advantage: technical teams can tune performance based on actual usage patterns, and security teams can audit access logs for any anomalies or unauthorized access attempts.		
56	ID-03	Data feeds for external systems (APIs)	Costs to utilize APIs and related protocols should not come at an additional charge to IGC or other AODB users.		
57	ID-04	Alerts and notifications	Develop a dynamic trigger system where users can set specific conditions or thresholds for alerts. Whether it's a change in flight status or any other event, stakeholders can customize their alert preferences according to their responsibilities and areas of interest.		
58	ID-05	Reporting and data export	Utilize a suite of standardized reports addressing the most common requirements of airport operations. These might include daily flight summaries, monthly passenger traffic, or yearly gate usage reports. Users can instantly access these reports without needing to create them from scratch.		
59	ID-05	Reporting and data export	Introduce a flexible customization module, empowering stakeholders to modify these pre-built reports or design new ones based on specific criteria. This ensures the Airport can respond to unique or ad-hoc data analysis needs.		
60	ID-05	Reporting and data export	Support an array of data export formats, catering to diverse needs. This includes the ability to export data in its native format, CSV, PDF, and Excel formats, at a minimum.		
61	ID-05	Reporting and data export	Include an automated scheduler. Stakeholders can set up periodic reports (daily, weekly, monthly) which the system automatically generates and sends to predefined recipients. This ensures timely updates without manual intervention.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
62	ID-05	Reporting and data export	Describe how the AODB will support a standard FIDS, BIDS, and other digital display environment. Include a description of the AODB's native abilities and specify any additional software (middleware) that would be required to achieve this functionality.		
63	ID-06	Mobile and web applications	Ensure that user interfaces support both web and mobile clients, ideally in a hybrid format with a consistent functionality, look, and feel for the user. AODB should be accessible using standard web browser for common/compatible functions.		
64	ID-06	Mobile and web applications	Ensure real-time data synchronization across platforms. Whether a user accesses the system from a smartphone, tablet, or desktop, they should receive the latest and most accurate data without discrepancies.		
65	ID-07	Resource management system (RMS) integration	<p>The RMS capabilities or module should include:</p> <ul style="list-style-type: none"> •Flight Scheduling: Automate the allocation of stands and gates based on flight schedules, ensuring optimal resource usage. •Operational Awareness: Provide real-time updates to airport staff regarding resource availability and allocation, aiding in decision making. •Real-time sharing of resource availability, usage, and scheduling information. •Ability to assign flights to gates or stand positions based on schedule submissions provided by airlines at various points required under the airport's common use regulations. •Ability to receive schedule requests from airlines on a seasonal basis (IATA Cha. 6) using historical slot management. •Ability to assign a flight to any available gate airport wide and track usage and charges during, including during irregular operations. •Ability to track critical dates and schedule submission deadlines. 		

Provided by IGC			Completed by Proponent/Bidder		
ID	Category	Topic	Specification	Response	Explanation (required for each row)
66	ID-07	Resource management system (RMS) integration	<p>We anticipate the RMS modules will allow for the following capabilities:</p> <ul style="list-style-type: none"> •Gate Management Module: Manages the assignment of aircraft to terminal gates, ensuring efficient usage while considering factors like flight schedules, aircraft size, and passenger flow. •Check-in Desk Management Module: Allocates check-in counters and self-service kiosks to airlines, optimizing space based on peak hour operations and adjusting dynamically to flight delays or changes, using rules-based protocols from the airport's common-use regulations. •Baggage Belt Management Module: Assigns baggage claim carousels to incoming flights, taking into account the volume of baggage and synchronizing with the flight's arrival time to minimize passenger wait times. •Stand and Parking Management Module: Organizes the parking stands for aircraft on the tarmac, optimizing space utilization and minimizing towing movements, which in turn can reduce delays and operational costs. 		
67	ID-08	Third-party data sharing	Integrate user-friendly interfaces that allow authorized personnel to configure and manage access permissions. They should be able to specify which data sets can be shared and with which third-party entities.		
68	ID-08	Third-party data sharing	Align the system's functionalities and protocols with the prevailing industry standards and legal regulations related to data sharing and privacy. Regular updates and compliance checks should be in place to adapt to any changes in these standards.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
69	RD-01	Scheduled reports	Include capabilities within the AODB where users can define and schedule reports. This dashboard should allow users to select the type of report, set parameters, and determine frequency (daily, weekly, monthly) or specific triggers (like an event or threshold breach).		
70	RD-02	Data export	Integrate a diverse range of file format options, catering to different analytical tools and platforms. Popular formats such as CSV, Excel, and JSON should be supported, along with options to include meta-data and headers.		
71	RD-02	Data export	Provide a detailed filtering and selection tool, allowing users to pinpoint the exact data they require. This includes the ability to select specific fields, date ranges, or apply other criteria like flight status, airline, etc.		
72	RD-02	Data export	Optimize the backend processes to handle massive data exports. Implement batching processes or streamlining algorithms to ensure the system remains responsive, even during heavy export tasks.		
73	RD-06	Compliance reporting	Develop a library of templates for compliance reports. These templates should be based on recognized standards in the aviation industry, as well as specific metrics and KPIs as per O'Hare common-use protocols (e.g., airline schedule-to-actual, excess time on gate, etc.).		
74	MGD-01	Aircraft data management	Maintain a comprehensive database of aircraft types, ensuring accuracy and completeness. This database should cover specifications like weight, size, capacity, and any other data points critical for airport operations.		



Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
75	MGD-02	Airline and operator information	Systematically store, update, and manage comprehensive details related to airlines and operators using the Airport, ensuring timely accessibility and accuracy. This may include logos, ICAO/IATA codes, type of aircraft operated, historical time slots, etc.		
76	MGD-02	Airline and operator information	Safety and Compliance Records: History of safety audits, violations, or any compliance matters or fines contained within the common-use protocols and issued by either O'Hare Operations or the Scheduling Manager.		
77	MGD-03	Equipment and resource data	Establish and maintain an up-to-date record of relevant airport equipment and resources, ensuring that this data aids in both immediate operational decisions and long-term planning. This includes, but is not limited to, contact gates across the Airport, apron parking positions, and all common use equipment at O'Hare. Also included is the ability to schedule construction-related closures (e.g., a gate) and block off in the AODB (and any associated modules such as the RMS).		
78	MGD-04	Location and physical data	Compile, maintain, and frequently update a holistic repository of physical infrastructure data, which encapsulates the details pertaining to the Airport's physical layout, ensuring timely accessibility for various operational needs. This includes gate locations, physical capabilities, and any operational restrictions during construction activities. Allow for the display of airport assets on a hierarchical set of Airport Maps (geo-synchronous). Support the inclusion of GPS coordinates as a database field.		

Provided by IGC			Completed by Proponent/Bidder		
ID	Category	Topic	Specification	Response	Explanation (required for each row)
79	MS-01	Regular software updates and patches	Introduce a systematic scheduling mechanism for software updates, ensuring they're conducted during off-peak hours or during times of lowest airport activity to minimize disruptions. Before any update or patch is deployed in the live environment, it should undergo rigorous testing in a controlled, staging environment. This allows for the identification and resolution of any issues before they affect the main system. It should include a Test System, Pre-Production ("Sandbox") System, and a Production system.		
80	MS-01	Regular software updates and patches	In the event an update introduces unforeseen problems, a well-documented rollback procedure should be in place, enabling the system to revert to its previous state, ensuring continuity in airport operations. Maintain a comprehensive changelog for all updates and patches. This log should detail all modifications, bug fixes, and potential issues that users should be aware of.		
81	MS-02	Hardware maintenance	(For on-premises installations only). Organize systematic hardware inspections and perform maintenance routines at specified intervals. These check-ups should encompass cleaning, checking for wear and tear, and ensuring all components are functioning optimally. Ensure a well-stocked inventory of spare parts and replacement components. An organized inventory helps in swiftly addressing any hardware failures, minimizing system downtime.		
82	MS-04	Technical support and helpdesk	Ensure that technical assistance is accessible to users at all hours. Offer various avenues (phone, email, chat) through which users can reach out for support, catering to their comfort and the urgency of the situation. AODB support should also include the ability to raise trouble tickets in the event of technical or support issues.		

Provided by IGC				Completed by Proponent/Bidder	
ID	Category	Topic	Specification	Response	Explanation (required for each row)
83	MS-04	Technical support and helpdesk	Include an extensive knowledge base, complete with FAQs, to enable users to seek solutions independently. This reduces the load on the helpdesk and accelerates resolution for users.		
84	MS-05	Training and user assistance	Conduct initial system training, for both administrators and users. Provide training materials for both users and "train the trainer" activities.		
85	MS-08	Vendor management and SLA compliance (incl. cloud providers)	Conduct regular audits of cloud computing provider's services to ensure they meet or exceed the stipulated SLAs, guaranteeing optimal AODB performance. Designate specific communication protocols and escalation pathways to facilitate swift and effective interactions with cloud computing provider, ensuring timely issue resolution. Maintain a comprehensive record of all engagements, agreements, and discussions with cloud computing provider, fostering transparency and accountability.		
86	IF-04	Integration with airline systems	Implement and maintain support for widely recognized protocols and interfaces prevalent in the airline industry, ensuring compatibility and smooth integration. Offer airlines a comprehensive integration guide, coupled with dedicated support teams, to simplify their connection process with the AODB and address any challenges.		
87	IN-04	Receiving flight schedule messages	The IATA Interpreter should be able to receive changes of the flight schedule from airlines as IATA messages in the formats ASM and SSM. The IATA Message Interpreter must be able to create flight schedule updates based on the contents of IATA messages and to send these updates to the AODB.		

Provided by IGC			Completed by Proponent/Bidder		
ID	Category	Topic	Specification	Response	Explanation (required for each row)
88	IN-06	Incoming messages	<p>The IATA Message Interpreter must be able to process at least the following messages:</p> <ul style="list-style-type: none"> •MVT •LDM •PTM •PAL •CAL •BSM •ASM •SSM •SSIM •BPM <p>The system should be able to process the messages automatically. The user should be able to manually release updates for the seasonal flight schedule.</p>		

CONFERENCE CALL INSTRUCTIONS

Please join us in this conference call to review the RFP and instructions for submitting questions. Your participation is encouraged but not mandatory.

Below is the information to join the call.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 260 151 415 752

Passcode: FE78Vh

Dial in by phone

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