Legislation Details (With Text)

File #:	O2019-7127		
Type:	Ordinance	**Status:**	Passed
File created:	9/18/2019	**In control:**	City Council
		Final action:	11/13/2019
Title:	Lease agreement with U.S. Customs and Border Protection for use of certain property at Chicago Midway International Airport for performance and operation of federal inspection services		
Sponsors:	Lightfoot, Lori E.		
Indexes:	Lease, Midway		
Attachments:	1. O2019-7127.pdf, 2. O2019-7127 (V1) .pdf		

Date	Ver.	Action By	Action	Result
11/13/2019	1	City Council	Passed	Pass
11/8/2019	1	Committee on Aviation	Recommended to Pass	
9/18/2019	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT MAYOR

September 18, 2019

TO THE HONORABLE, THE CITY COUNCIL OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request ofthe Commissioner of Aviation, 1 transmit herewith an ordinance authorizing the execution of a lease agreement with US Customs and Border Protection at Midway International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII of the Constitution; and

WHEREAS, the City owns and, through its Chicago Department of Aviation ("Aviation"), operates an airport known as Chicago Midway International Airport ("Midway"); and

WHEREAS, the United States Customs and Border Protection ("CBP") is an agency of the United States government responsible for providing the equipment required for the performance of the Federal Inspections Services ("FIS") at the Federal Inspection Services Facility, ("FIS Facility") at Midway; and

WHEREAS, the City desires to enter into a Memorandum of Agreement with CBP to reimburse CBP for its costs related to the ordering, installation, maintenance, and recurring costs relative to standing-up and. maintaining continuous CBP operations at the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit A; and

WHEREAS, the City desires to enter into a lease with CBP ("Lease") to lease certain property to the CBP for the performance and operation of the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit B; now therefore

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth in this ordinance.

SECTION 2. The Commissioner of Aviation is hereby authorized to negotiate and execute a Memorandum of Agreement between the City and the CBP relating to equipment and reimbursement of costs for the performance and operation of the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit A.

SECTION 3. The Commissioner of Aviation is hereby authorized to negotiate and execute a Lease between the City and the CBP relating to the use of certain property for the performance and operation of the FIS Facility at Midway, substantially in the form of agreement attached hereto as Exhibit B.

SECTION 4. The Commissioner and other City officials are further authorized to enter into and to execute all other documents and perform any and all acts, including promulgation of any standards, rules or regulations, as shall be necessary or advisable to carry out the purpose and intent of this ordinance.

EXHIBIT A TO THE ORDINANCE

powered by Legistar™

THE MEMORANDUM OF AGREEMENT

■xhibit D: MO A

.ease Number: HSBP-71 1 8-L-1N0403

Li. S. CUSTOMS AND BORDER PROTECTION (CBP)
MEMORANDUM OF AGREEMENT TO REIMBURSE CBP

This Memorandum of Agreement ("MO A") outlines the agreement between the City oi" Chicago, owner and operator of Midway International Airport, acting through the Chicago Department of Aviation ("CDA'"), and CBP in regards to CDA"s responsibility to reimburse CBP for costs related to providing the equipment required for the performance ofthe Federal Inspections Services ("FIS") facility at the below named Airport location.

Airport Owner/Operator: Chicago Department of Aviation ("CDA")
Location: Midway International Airport ("MDW")
5700 S. Cicero Ave.
Chicago, IL 60638

CHICAGO DEPARTMENT OF AVIATION (CDA) RESPONSIBILITIES

Data and Cabling

CDA will be responsible for the procurement and installation of all data cabling and electrical components required for connectivity of the Automated Data Processing ("ADP") Local Area Network ("LAN"), Data, Information Technology ("IT"), and Voice and Tactical Communications ("TacComm") Systems and equipment according to CBP Office of Information Technology ("OIT") provided specifications, subject to appropriations and any required approvals. However, CDA must give CBP two week's advance notice of all cable pulls so that CBP can be present and observe their installation.

Reimbursement of ADP LAN. Data, IT. Voice, and TacComm Systems and Equipment Costs CDA agrees to reimburse CBP for all ADP LAN, Data, IT, Voice, and TacComm Systems and equipment and connectivity costs, including equipment ordering, installation, maintenance, and recurring costs relative to standing-up and maintaining continuous CBP operations at the CDA FIS Facility, subject to appropriations and any required approvals. In this MOA, CDA agrees to reimburse the estimated ADP LAN, Data, IT, Voice and TacComm equipment costs total One Hundred and Five Thousand Six Hundred Dollars ($105,600.00), which includes a Verizon DS-3 annual recurring circuit cost of Twenty-Four Thousand Dollars ($24,000.00) and an AT&T DS-3 annual recurring circuit cost of Thirty-Eight Thousand Four Hundred Dollars ($38,400.00), a Verizon non-recurring DS-3 Relocation cost of Four Thousand Three Hundred Dollars ($4,300.00) and an AT&T non-recurring DS-3 Relocation cost of Four Hundred Dollars ($400.00), for CBP to procure the equipment and circuit. Attached is CBP OIT's Cost Sign-Off Document CHI038A-OFO-19002C that identifies the ADP LAN, Data. IT, Voice and TacComm equipment requirements for the CBP FIS for which CDA will reimburse CBP.

CDA will be billed for the actual costs of the ADP LAN, Data, IT, Voice and TacComm equipment, and the

powered by Legistar™

one-time and recurring charges for the network, included in CBP OIT's Cost Sign-Off Document CHI038A-OFO-19002C. Recurring out-year network charges for Verizon and AT&T Data Circuits are estimated to be Sixty-Two Thousand Four Hundred Dollars ($62,400.00) per year.

ADP LAN. Data. IT. Voice and TacComm Equipment Upgrades
Upgrades to the ADP LAN, Data. IT, Voice and TacComm equipment may be required on a schedule determined by CBP (approximately every 3-5 years, as needed). Any future upgrade and/or replacement ADP LAN, Data, IT, Voice and TacComm equipment requirements will be addressed with CDA by separate agreement. CBP will provide CDA a minimum 180 days advance notice of required upgrades.

CDA Accounts Payable Information
CDA Tax Identification Number: _^
CDA Bill To Representative: QK-er-f-yj ^CxfiK
CDA Phone Number: (nV> 3S2>M
CDA Email Address: ^Wmi. rQo^V>> £(tU oiVKvO.OQft. Qo g
CDA Address: 1Q6\Q to. 1^sy\k.^ tkd

Payment Process
Upon execution of this MOA, CBP OIT will forward a signed original copy to the CBP National Finance Center ("NFC"). Upon receipt and installation of all equipment,, the NFC will issue CDA a bill for the actual ADP LAN, Data, IT, Voice and TacComm equipment costs not to exceed One Hundred and Five Thousand Six Hundred Dollars ($105,600.00). The CBP NFC will also bill CDA 90-days prior to the due date in recurring out-year network and connectivity charges owed, as specified in CBP OIT's Cost Sign-Off Document CH1038A-OFO-19002C.

Equipment Ownership
CBP will retain possessory ownership of all ADP LAN, Data, IT, Voice and TacComm equipment ordered by CBP and reimbursed by CDA until CBP vacates the premises. CBP will transfer ownership rights of all ADP LAN, Data, IT, Voice and TacComm equipment used in CBP operations and reimbursed, by CDA for the CBP FIS when CBP vacates the premises. Within one month (30-days) following installation and reimbursement, CBP OIT will deliver a list of Serial Numbers and/or other identification and warranty information for the CDA reimbursed ADP LAN, Data, IT, Voice and TacComm equipment to the CDA, as instructed below.

CDA Equipment Administrator: CDA Email Address: CDA Phone Number: CDA Ship to Address:

WnlVar. ^rvUCflr ®(*j'Uof chi roots.Of Q
(-HIP UL- 2xQ^_ 3 J
tQJ5\Q UJ. ~l^AK,e- Id.
U.S. CUSTOMS AND BORDER PROTECTION (CBP) RESPONSIBILITIES

Equipment Connectivity and Maintenance
The CBP OIT will be responsible for ordering and installing required data equipment and connection(s) from the CBP FIS to the CBP National Data Center, and imaging, maintaining, and controlling all of the ADP LAN, Data, IT, Voice and TacComm equi pment listed in the attached CBP OIT Cost Sign-Off Document CHT038A-OFO-19002C for the CBP FIS as required by CBP. CDA will incur no additional costs or CBP OIT charged service fees for any required ADP LAN, Data, IT, Voice and TacComm equipment maintenance/repair/replacement covered by CBP procured equipment

warranties.

Data Ownership
All data entered and/or stored in any manner on the equipment covered by this MOA shall belong to the United States and is confidential and protected information. It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the CDA. In the event data inadvertently remains on any ofthe equipment upon transfer, CDA shall keep the information confidential and immediately notify CBP so that CBP can remove the data.

AUTHORIZATION (TWO ORIGINALS WITH SIGNATURES ARE REQUIRED) Authorized Representative
The CDA signatory to this MOA represents and warrants that he or she is a duly authorized representative of the CDA, with full power and authority to enter into this MOA and to bind the CDA with regard to all matters relating to this agreement.

Agreement to these terms is attested by the signatures below.

Robert E. White Date Director Field Operations Chicago
Field Office U.S. Customs and Border Protection

EXHIBIT B TO THE ORDINANCE

THE LEASE

LEASE NO. HSBP-7118-L-IN0403

This Lease is made and entered into between The City of

Chicago

(Lessor), hereinafter referred to as 'City". and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative ofthe U S Customs and Border Protection (CBP). upon the terms and conditions set forth herein

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows

City hereby leases to the Government the Premises described herein, being all or a portion ofthe Property located at

Midway International Airport (Airport) 5700 S. Cicero, Chicago, IL 60638

and more fully described in Section 1 and Exhibit(s) A & B, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by CBP.

LEASE TERM

To Have and To Hold the said Premises with their appurtenances for the term beginning on , 2019 and continuing through , 2020 inclusive for a term of one-year At the expiration of this term the Lease will automatically renew on a year-to-year basis upon the anniversary of the Lease Term Commencement Date each year thereafter for 19 (nineteen) additional years but not beyond , 2039 unless or until the Government gives at least 120 days' notice in writing of its intent not to renew to the City.

The signatory to this Lease for the City represents and warrants that he or she is a duly authorized representative of the City, with full power and authority to enter into this Lease and to bind the City with regard to all matters relating to this agreement.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the City.

FOR THE CITY:	**FOR THE GOVERNMENT:**
Name-	Name Michael Sedgebeer
Title.	Title: Lease Contracting Officer
Entity Name.	U.S. Customs and Border Protection
Date	Date

WITNESSED FOR THE CITY BY:

Name

Title

Date:

TABLE OF CONTENTS

ON-AIRPORT LEASE

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS 3
101 THE PREMISES (SEP 2015) 3
I 02 EXPRESS APPURTENANT RIGHTS (SEP 2013) 3
1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2017) 3
1 04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 201 3) 3
105 RENEWAL RIGHTS (OCT 2016) 3
1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2017) 3

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS 4
1 DEFINITIONS AND GENERAL TERMS (OCT 2016) ' 4
2 AUTHORIZED REPRESENTATIVES (OCT 2016) 4
2 03 WAIVER OF RESTORATION (OCT 2018) 4
4 RELOCATION RIGHTS (JUN 2012) 5
5 NOTICES 5
6 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015) 5

2 07 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012) 5
8 ALTERATIONS 5
9 SYSTEM FOR AWARD MANAGEMENT (OCT 2017) 5
2 10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011) 5
11 FIRE AND CASUALTY DAMAGE 5
12 DEFAULT BY CITY 6
13 INTEGRATED AGREEMENT 6
14 MUTUALITY OF OBLIGATION 6
15 COMPLIANCE WITH APPLICABLE LAW 6
16 MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT 6
17 DELIVERY AND CONDITION 7
18 FAILURE IN PERFORMANCE 7
19 CHANGE OF OWNERSHIP 7
20 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (OCT 2016) 7

SECTION 3 CONSTRUCTION STANDARDS AND COMPONENTS 8
1 CBP STANDARDS (ON-AIRPORT) (SEP 2013) 8
2 MEANS OF EGRESS (MAY 2015) 8
3 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013) 8
4 FIRE ALARM SYSTEM (SEP 2013) 8
5 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011) 9
6 ACCESSIBILITY (FEB 2007) 9
7 MECHANICAL, ELECTRICAL. PLUMBING GENERAL (APR 2011) 9
3 08 RESTROOMS (ON-AIRPORT) (JUN 2012) 9
3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011) 9
3 10 TELECOMMUNICATIONS LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013) 9

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 10
1 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013) 10
2 PROVISION OF SERVICES, ACCESS. AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013) 10
3 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017) 10
4 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013) 10
5 RECYCLING (ON-AIRPORT) (JUN 2012) 11
6 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013) 11
7 MAINTENANCE OF PROVIDED FINISHES 11
8 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013) ..11
4 09 INDOOR AIR QUALITY (OCT 2016) 12
4 10 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2016) 13
4 11 OCCUPANT EMERGENCY PLANS (SEP 2013) 13

SECTION 5 ADDITIONAL TERMS AND CONDITIONS 14
1 IDENTITY VERIFICATION OF PERSONNEL 14
2 SECURITY 15
3 LIABILITY 15
4 AVAILABILITY OF FUNDS 15
5 SOVEREIGN IMMUNITY 15
6 NO PRIVATE RIGHT OR BENEFIT CREATED 15

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1 THE PREMISES (SEP 2015)

The Premises are described as follows.

A Federal Inspection Services (FIS) 20,000 square feet of FIS Space (the Premises), located at Midway International Airport (Airport) 5700 S. Cicero, Chicago, IL 60638 as depicted on the floor plan(s) attached hereto as Exhibit A

2 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR. Part 102-74, Subpart C within such areas The Government will coordinate with City to ensure signage is consistent with City's standards Appurtenant to the Premises and included in the Lease are rights to use the following

A Parking There is no reserved parking, but there is a dedicated parking area for CBP employees on the third level of the parking garage The

powered by Legistar™

Midway International Airport (MDW) SIDA badge is used to get in and out of the garage. Chicago Department of Aviation (CDA) provides a hangtag for CBP employees assigned to MDW Parking area as depicted on the plan attached hereto as Exhibit B. In addition, the City shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. Antennas. Satellite Dishes and Related Transmission Devices (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g , chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

3 **RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2017)**

A. The Government shall pay no rent.

B. In exchange for the Government's agreement to locate inspectional personnel on-site, the City shall do the following

B. 1. Provide the leasehold interest in the Property described in the paragraph entitled "The Premises,"

2 Bear all costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses, subject to appropriations and any required approvals,

3. Perform or satisfy all other obligations set forth in this Lease, and in its attached exhibits, including, but not limited to, Exhibit D and

E pertaining to information technology services and equipment costs, and,

4. Provide all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in

accordance with the terms ofthe Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements

required to be made thereto to meet the requirements of this Lease.

4 **TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)**

The Government may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with 120 days' prior written notice to the City if the operations supported by the Premises are closed, if the City does not meet its obligations set forth in this Lease, or if the Government exercises its discretion to reduce its operational presence. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

The City may terminate this Lease, in whole or in part, at any time during the term of this Lease, or any renewal periods with 120 days prior written notice to the Government. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later.

5 **RENEWAL RIGHTS (OCT 2016)**

At the expiration of the initial term of one year, this Lease will automatically renew on a year-to-year basis at the option of the Government for 19 YEARS but not beyond , 2039 and all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term or holdover period

6 **DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2017)**

The following documents are attached to and made part ofthe Lease.

LEASE NO. HSBP-7118-L-IN0403, PAGE 3

Document Name	No. OF Pages	Exhibit
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)	2	C
Memorandum of Agreement to Reimburse CBP	3	D
OIT Cost Sign-Off Document	3	E

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

1 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights Appurtenant Areas include, but are not limited to, parking areas and space located on the roof ofthe Building where telecommunications devices may be located

B Building. The building(s) situated on the Property in which the Premises are located.

C Contract Contract and contractor means Lease and City, respectively.

D. Contractor. Contractor shall mean City.

E Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

F. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

G. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

H Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.

I. Lease Award Date. The date the Lease Contracting Officer (LCO) executes the lease and mails or otherwise furnishes written notification ofthe executed Lease to the City (date on which the parties' obligations under the Lease begin).

J. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

K. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

L Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

M. Office Area For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

N Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its LCO by notice, without an express delegation by the prior LCO.

3 WAIVER OF RESTORATION (OCT 2018)

The City shall have no right to require the Government to restore the Premises and/or Property upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use ofthe Premises and/or Property during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises and/or Property regardless of whether such alterations are performed by the City or by the Government At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the City and the Government will be relieved of any liability in connection therewith.

Notwithstanding the above, all data entered and/or stored in any manner on the equipment used or operated by the Government on or in connection with the Property shall belong to the United States and is confidential and protected information It shall be CBP's responsibility to properly remove said data before possession of any equipment is transferred to the City. In the event data inadvertently remains on any of the equipment upon transfer. City shall keep the information confidential and immediately notify CBP so that CBP can remove the data

4 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, City may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of City and CBP, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein Should such relocation be necessary, the City shall provide the Government a minimum of 120 days prior written notice City shall bear all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased The replacement space will be provided under the same terms as agreed to under this Lease, including that the new location shall meet CBP's operational requirements and that the Government shall not pay rent

5 NOTICES

A Any notice, consent, or approval to be given under this Lease shall be in writing, and delivered by hand or sent by Express Mail or comparable service, or by a certified or registered mail, postage prepaid and return receipt requested, to the following addresses
To the City at City of Chicago, 5700 S. Cicero, Chicago IL 60638.

To CBP at' U.S. Customs and Border Protection, Field Operations Facilities, Program Management Office, ATTN FOF Lease Contracting Officer, 6650 Telecom Drive, Suite 100, Indianapolis, IN 46278

Notice shall be computed commencing with the day after the date of mailing.

B. In the event of an emergency, either party may provide notice by telephone, and all telephone notice shall be followed by a written notice as soon as practicable to the respective officials designated as follows

The emergency contact and phone number for the City is' Jim Oates - Skyline Management Group, General Manager 773-948-6900 The emergency contact and phone number for CBP is' Joseph Chavez - Chief SCBO, 312-933-6093

6 **ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)**

A. The City shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the City may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this Lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

7 **ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)**

The Government's rights stated in paragraph 2.08 "Alterations" also apply to initial build-out of the Premises

8 **ALTERATIONS**

With prior written approval by the City, the Government shall have the right during the term of this Lease and any renewal periods to make alterations, attach fixtures, and erect structures or signs in or upon the Premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said Premises shall be and remain the property ofthe Government and may be removed or otherwise disposed of by the Government. Nothing herein alters, limits, or waives the City's obligation to provide modifications, repairs, replacements, and improvements required for the proper operation ofthe Property, the Building, and the Premises.

9 **SYSTEM FOR AWARD MANAGEMENT (OCT 2017)**
The City must have an active registration in the System for Award Management (SAM), via the Internet at https//www acquisition.gov <http://acquisition.gov>, prior to the Lease award and throughout the life ofthe Lease. To remain active, the City is required to update or renew its registration annually No change of ownership ofthe leased Premises will be recognized by the Government until the new owner registers in SAM.

10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense, with its own personnel, and at its sole discretion, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

11 **FIRE AND CASUALTY DAMAGE**

If the Building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate If the Building in which the Premises are located is only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the City shall have the option to elect to repair and restore the Premises or terminate the Lease The City shall be permitted a reasonable amount of time, not to exceed 180 days from the event of destruction or damage, to repair or restore the Premises, if the City submits to the Government a reasonable schedule for repair of the Premises within 30 days of the event of destruction or damage. If the City fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the City elects to repair or restore the Premises, but fails to repair or restore the Premises within 180 days from the event of destruction or

damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. Termination of the Lease by either party under this clause shall not give rise to liability for either party This clause shall

not apply if the event of destruction or damage is caused by the City's negligence or willful misconduct In the event of termination under this clause, should City continue to require inspectional services to be performed by the Government at the Airport, City agrees to provide the Government with suitable, alternate space at the Airport at no cost to the Government

2.12 DEFAULT BY CITY

The following conditions shall constitute default by the City, and shall give rise to the following rights and remedies for the Government

A. Prior to Acceptance of the Premises Failure by the City to diligently perform all obligations required for acceptance of the Premises within tlie times specified, without excuse, shall constitute a default by the City Subject to provision of notice of default to the City, and provision of a reasonable opportunity for the City to cure its default, the Government may terminate the Lease on account of the City's default of a material obligation required for acceptance of the Premises (i e., City's material breach of the Lease, as determined under the federal common law of government contracts).

B. After Acceptance of the Premises Failure by the City to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the City. Subject to provision of notice of default to the City, and provision of a reasonable opportunity for the City to cure its default, the Government may terminate the Lease on account of the City's default of any obligation under this Lease.

C. Grounds for Termination The Government may terminate the Lease if

1. The City default persists notwithstanding provision of notice and reasonable opportunity to cure by the City, or

2. The City fails to take such actions as are necessary to prevent the recurrence of default conditions.

D. Excuse Failure by the City to timely deliver the Premises or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from

1. Circumstances within the City's control,

2. Circumstances about which the City had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the City's capability to perform,

3. The condition of the Property,

4 The acts or omissions ofthe City, its employees, agents or contractors, or

5 The City inability to obtain sufficient financial resources to perform its obligations.

The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law or under this Lease.

13 **INTEGRATED AGREEMENT**

This Lease, upon execution, contains the entire agreement ofthe parties and supersedes any and all prior oral or written representations, understandings, or agreements among or between them. No prior written or oral agreement, express or implied, shall be construed or relied upon by either party to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, communications by either party that occurred prior to Lease execution shall not be incorporated in the Lease.

14 **MUTUALITY OF OBLIGATION**

The obligations and covenants of the City, and the Government's obligation to perform such other obligations as may be specified herein, are interdependent.

15 **COMPLIANCE WITH APPLICABLE LAW**

City shall comply with all federal, state, and local laws applicable to its ownership and leasing ofthe Premises, including, without limitation, laws applicable to the construction, demolition, ownership or alteration and obtain all necessary permits, licenses and similar items at its own expense. Nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government This Lease shall be governed by federal law.

16 **MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT**

The City shall maintain the Premises, including the systems, equipment, fixtures, and appurtenances furnished by the City under this Lease, in good repair and tenantable condition at the City's sole expense. The City shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards, including standards governing indoor air quality, existence of mold and other biological hazards or hazardous materials, at the City's sole expense. The Government shall have the right, at any time after the Lease is signed and during the term of the Lease, and any renewal periods, to inspect all areas ofthe Property to which access is necessary for the purpose of determining the City's compliance with this clause. When accompanied by a Government escort, the City shall have the right to enter any part of the Premises at reasonable or necessary times for the purposes of inspection, protection or exercising its right as owner and operator ofthe Airport and as City

LEASE NO. HSBP-7118-L-IN0403, PAGE 6

DELIVERY AND CONDITION

A Unless the Government elects to have the Premises occupied in increments, the Premises must be delivered ready for occupancy as a

powered by Legistar™

complete unit. The Government reserves the right to determine when the Premises are substantially complete

B. If the Premises do not substantially comply with the provisions of this Lease, the Contracting Officer may terminate this Lease in accordance with Paragraph 1 04. Termination Rights, and/or Paragraph 2.12, Default by City, of this Lease

18 FAILURE IN PERFORMANCE

In the event of any failure by the City to provide any service, utility, maintenance, repair or replacement required under this Lease, the Government may, by contract or otherwise, perform the requirement and seek reimbursement from the City for the resulting costs to the Government, including all administrative costs, provided however, before undertaking to perform any obligation of City. Government shall provide City not less than thirty (30) days' prior written notice during which City shall be permitted to cure any alleged default and further provided that such cure period shall be extended by an additional thirty (30) days if, at the expiration of the notice/cure period, the City is diligently pursuing to cure or otherwise resolve such alleged default. If the Government elects to perform any such requirement, the Government and each of its contractors shall be entitled to access the Premises to perform any such requirement, and the City shall afford and facilitate such access Alternatively, tlie Government may terminate this Lease pursuant to Paragraph 1 04, Termination Rights, and/or Paragraph 2.12, Default by City, of this Lease The aforementioned remedies are not exclusive and are in addition to any other remedies which may be available under this Lease or at law

19 **CHANGE OF OWNERSHIP**

A. If during the term or any renewal periods of the Lease, title to the Property is transferred, the Lease is assigned, or the City changes its legal name, the City and its successor shall comply with the requirements of FAR Subpart 42 12 If title is transferred, the City shall notify the Government within five days of the transfer of title.

B. The Government and the City may execute a Change of Name Agreement if the City is changing only its legal name, and the Government's and the City's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205

C If title to the Property is transferred, or the Lease is assigned, the Government, the original City (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g , copy ofthe deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the City is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer.

F As a condition for being recognized as the City, the Transferee must register in the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518-SAM, Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions of Leasehold Interests in Real Property)(see Exhibit C).

2.20 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (OCT 2016)

This Lease incorporates the following clauses by reference, with the same force and effect as if they were given in full text. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-7, SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
3. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APRIL 2015)
3. 4 FAR 52.222-26, EQUAL OPPORTUNITY (SEP 2016)
5. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
6. FAR 52.233-1, DISPUTES (MAY 2014)
7 GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL2016)
8. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

CONSTRUCTION STANDARDS AND COMPONENTS

1 CBP STANDARDS (ON-AIRPORT) (SEP 2013)

A. The Premises shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Space If there is a conflict on the standards the more stringent will apply For the purposes of this Lease, the Airport Technical Design Standards June 2012 (hereinafter referred to as "CBP Standards") shall apply

B Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stain/veils, elevators, garages, and service areas, shall be complete Restrooms shall be complete and operational All newly installed building components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc , shall be furnished, and installed Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant On single-tenant floors, only the fire egress corridor necessary to meet code is provided as part of the Space

2 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A Any portion ofthe Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas"
(defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent, level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler
Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems

4 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, City shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the City shall either

1. Earn the ENERGY STAR© Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), or

2 Complete energy efficiency and conservation improvements if any, agreed to by City in lieu of earning the ENERGY STAR© Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR© label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then City must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

6 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

7 **MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)**

The City shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the City. Exposed ducts, piping, and conduits are not permitted in office Space.

8 **RESTROOMS (ON-AIRPORT) (JUN 2012)**

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times

9 **HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)**

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The City shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity

B. The City shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C Normal HVAC systems maintenance shall not disrupt tenant operations.

10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed pursuant to a separate agreement. In the event future upgrades are required, the City shall bear all costs associated with the upgrade. City has also agreed to the terms set forth in Exhibit D and E regarding City's obligation to bear information technology costs.

B The City shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the City shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The City shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile,

microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required.

powered by Legistar™

LEASE NO. HSBP-7118-L-IN0403, PAGE 9 CITY: GOVERNMENT:

UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2013)

The City is responsible for providing all utilities necessary for Premises and tenant operations at the City's sole expense The following services, utilities, and maintenance shall be provided by the City seven (7) days per week, twenty-four (24) hours per day, including Saturday, Sunday and federal holidays, (check all that apply)

rg heat

H ELECTRICITY

3 POWER (Special Equip)

Z WATER (IIMS Cold)

0 SNOW REMOVAL

iS SECURITY S FIRE MONITORING SERVICES

•r.:. TRASH REMOVAL

N CHILLED DRINKING WATER

LI! AIR CONDITIONING

a RESTROOM SUPPLIES

IX] JANITORIAL SERV & SUPP J3 times weekly Sweep entrances lobbies & corridors, snoi sweep rioors. spot vacuum carpels, clean drinking fountains, sweep and damp mop or scrub restroom. clean all restroom fixtures Sweep sidewalks, parking areas & driveways fweather permitting)

ELEVATOR SERVICE 0 WINDOW WASHING

FreguencvTwice pei year all interior and exlenor and other glass surfaces

E3 CARPET CLEANING

RequencvAnnually shampoo carpets in corridors and lobb-es £ every 2 years shampoo carpets in all offices and other non-public areas

[■■; INITIAL ?. REPLACEMENT LAMPS. TUBES ?■ BALLASTS f. STARTERS

£5 PAINTING FREQUENCY

Space See '1 07 below Public Aieas See 0/ below

Z PES T CON I ROL Pest Control Control pests as appropriate, using
Integrated Pest Management
tccl'-uigues. as specified in the GSA
Environmental Management
Integrated pest Management Technique" Guide fE'-OZ-'OOI)

y. OTHER

(Specify below)

Resilient Floors twice per vea' clean per ihe specifications in main corridors and heavy Iraffic 3'eas and annually in c'fices
and secondary lobbies and
corridors Strip & apply ^ coats of finish lo resilient floors in restrooms Strip & retinish man corridors and other heavy Iraffic areas As Reguired Properly maintain plants and lay/ns Provide and empty exterior ash cans and clean area . of anv discarded cigarette butts

The City shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times at no cost, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power Cleaning shall be performed while CBP Officers are present. CBP's normal hours of operation are from 0600-2400 CST.

4.03 SECURITY MONITORING AND INTRUSION DETECTION SYSTEM (APR 2017)

City agrees to provide and maintain the following.

1) An intrusion detection system (IDS) that is connected to a 24-hour, staffed, central monitoring station, which in the event of an alarm, will immediately notify the Lessee. This must be a stand-alone system zoned specifically for and under the direct control of CBP,

2) A stand-alone video surveillance system that provides the following'
   a. Exterior View: A sufficient number of camera's to monitor the entire facility perimeter, as well as each access point, ensuring cameras are in a position to capture the image of each individual entering

   b. Interior View. Ensure the coverage by cameras of any "strong-rooms" identified by the Lessee.

   c. Monitoring Station. The operator of the CCTV system shall be capable of providing all command related functions such as pan/tilt/zoom to the cameras, as well as retrieving recorded video.

   d. Digital Video Recorder. Provide 30-days of internal storage for each camera view. 24-hour time lapse high resolution colored monitoring with 30-day Digital Video Recorder (DVR) capabilities.

powered by Legistar™

3) Physical Access Control Systems (PACS): Access points into the facility and strong rooms shall be controlled by card readers under the sole control of CBP using a standalone management platform.
   a. The PACS must comply with Homeland Security Presidential Directive 12 (HSPD-12), Federal Information Processing Standards Publication 201-2 (FIPS 201-2), Government Smart Card Interoperability Specification (GSC-IS V2.1) and GSA Schedule 70 for products and service components.

   b. Only vendors with a Certified System Engineer ICAM/PACS (CSEIP) can be used to design, purchase and install a PACS equipment. HTTPS //WWW.SECURETECHALLIANCE.ORG/ACTIVITIES-CSEIP-REGISTRY/ <http://WWW.SECURETECHALLIANCE.ORG/ACTIVITIES-CSEIP-REGISTRY/>

   c. Only equipment approved by the Government Services Administration (GSA), and listed on the idmanagement.gov <http://idmanagement.gov>, approved product list (APL) can be used. HTTPS7A/WVW.1DMANAGEMENT.GOV7IDM/IDMFICAMPRODUCTSEARCHPAGE

4.04 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The City is responsible for the total maintenance and repair of the Property and leased Premises at the City's sole expense Such maintenance
and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The City's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B At the Citys snle expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, to ensure proper operation. These tests shall be witnessed by the Government's designated representative

5 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the City shall comply with such state and local law, code, or ordinance in accordance with Paragraph 2 15, Compliance with Applicable Law. During the Lease term and any renewal period, the City agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

6 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease and any renewal periods, the City may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities

7 MAINTENANCE OF PROVIDED FINISHES

A Paint, wall coverings. City shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life ofthe Lease. All painted surfaces, shall be repainted at the City's sole expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is not "like new". All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. City shall repaint common areas at least every four (4) years.

2 City shall perform cyclical repainting of the Premises every eight (8) years of occupancy This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the City's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents.

B. Carpet and flooring.

1. The City shall repair or replace flooring at any time during the Lease term when

   i) Backing or underlayment is exposed;
   ii) There are noticeable variations in surface color or texture,
   (in) Carpet has curls, upturned edges, or other noticeable variations in texture,
   iv) Tiles are loose; or,
   v) Tears or tripping hazards are present

2. Notwithstanding the foregoing, the City shall replace all carpet in the Premises every ten (10) years with a product which meets the requirements in the CBP Standards.

Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary, at the City's sole expense, however the Government is responsible for the secure removal and return of computer and related equipment and any files and documents. Work shall be performed after normal hours as established elsewhere in this Lease

powered by Legistar™

4.08 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (SEP 2013)

This paragraph applies to all recipients of SBU Building information, including bidders, awardees, contractors, subcontractors, Citys, suppliers, and manufacturers.

A. MARKING SBU. Contractor-generated documents that contain Building information must be reviewed by CBP to identify any SBU content, before the original or any copies are disseminated to any other parties. If SBU content is identified, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.

B. AUTHORIZED RECIPIENTS. Building information considered SBU must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with CBP. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to CBP or performing work under a CBP contract or subcontract Contractors must provide SBU Building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building information to public safety entities.

C. DISSEMINATION OF SBU BUILDING INFORMATION

1. BY ELECTRONIC TRANSMISSION. Electronic transmission of SBU information outside of the CBP firewall and network must use session (or, alternatively, file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: http //csrc.nist.aov/aroups/STM/cmvp/documents/140-1/1401vend.htm. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at http.//csrc.nist.qov/qroups/STM/cmvp/validation.html#02 <http://http.//csrc.nist.qov/qroups/STM/cmvp/validation.html%2302> (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at https //www,acquisition.gov that have a

need to know such information If a subcontractor is not registered in SAM and has a need to possess SBU Building information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license

2 BY NON-ELECTRONIC FORM OR ON PORTABLE ELECTRONIC DATA STORAGE DEVICES. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives Non-electronic forms of SBU Building information include paper documents

a. By mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.

b In person Contractors must provide SBU Building information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information

3. RECORD KEEPING Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum

a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated,

b. The name ofthe individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information,

c. Contact information for the named individual, and

d. A description ofthe SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO

D. RETAINING SBU DOCUMENTS. SBU Building information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information,

E. DESTROYING SBU BUILDING INFORMATION. SBU Building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at http://csrc.nist.gOv/publications/PubsTC.html#Forensics <http://csrc.nist.gOv/publications/PubsTC.html%23Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at <http://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1> .PDF and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.

powered by Legistar™

F. NOTICE OF DISPOSAL. The contractor must notify the LCO that all SBU Building information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. For Leases, this notice must be submitted to the LCO in writing at the completion of the Lease term

G. INCIDENTS. All improper disclosures of SBU Building information must be reported immediately to the LCO. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building information

H. **SUBCONTRACTS. The Contractor must insert the substance of this paragraph in all subcontracts. 4.09**

INDOOR AIR QUALITY (OCT 2016)

A The City shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (C02), and formaldehyde (HCHO) are not exceeded The indicator levels for office areas shall be Asbestos 70 s/mm2; mold (see paragraph entitled "mold"); CO 9 ppm; C02 700 ppm above outdoor air, formaldehyde 0.016 ppm

B. The City shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, City shall use the alternative products outside of working hours. Except in an emergency, the City shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied spaces and shall adequately ventilate those spaces during and after application.

C. The City shall serve as first responder to any occupant complaints about indoor air quality (IAQ) The City shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed at City's expense, to ascertain the source and seventy ofthe complaint.

D The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The City shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and City activities,
2. Providing access to Space for assessment and testing, if required, and
3. Implementing corrective measures required by the LCO.

E. The City shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling

materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides rodenticides. and herbicides The Government reserves the right to review such products used by the City within

1. The Space,
2. Common Building areas,
3 Ventilation systems and zones serving the Space, and
4 The area above suspended ceilings and engineering space in the same ventilation zone as the Space

F Where hazardous gasses or chemicals (any products with data in the'Health and Safety section ofthe SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0 5 cubic feet per minute per SF, no air recirculation The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0 004 inches of water gauge) when the doors to the rooms are closed.

4.10 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2016)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The City shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The space and ventilation zones serving the space shall also be free of visible mold or actionable airborne mold

1. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.

2. The City shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The City acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other, applicable Federal, state, or local laws, regulatory standards, or guidelines, the City, at its sole cost, expense, and risk, shall immediately take all further

powered by Legistar™

actions necessary to bring the remediation into compliance.

4. If the City fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program in accordance with 2.18, Failure in Performance.

4.11 OCCUPANT EMERGENCY PLANS (SEP 2013)

The City is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the City assist in reviewing and revising its OEP and SIP Plan. The Plans, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the City's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

LEASE NO. HSBP-7118-L-IN0403, PAGE 13 CITY: GOVERNMENT:

ADDITIONAL TERMS AND CONDITIONS

5.01 IDENTITY VERIFICATION OF PERSONNEL

A The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises.

The City shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24. and Federal Information Processing Standards Publication (FIPS PUB) Number 201. as amended.

B The City shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system. City compliance with sub-paragraphs below will suffice to meet the City's requirements under HSPD-12. OMB M-05-24, and FIPS PUB Number 201

C. The Government reserves the right to conduct background checks on City personnel and contractors with routine access to the Premises.

D. Upon request, the City will notify the Government whether it will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system This would be done for each employee of the City, as well as employees of the City's contractors or subcontractors, who will provide building operating services requiring routine access to the Premises for a period greater than six (6) months. The Government may also require this information for the City's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space or, in consultation with the City, reasonably allow such employees, contractors, and subcontractors access to the Premises without such fingerprinting and background investigation if escorted at all times by a City's contractor/personnel who has successfully undergone such fingerprinting and has a current background investigation.

MANUAL PROCESS

The City shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at http.//bookstore.gpo.gov <http://http.//bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the

Lease Contracting Officer (LCO) (or the LCO's designated representative) within thirty (30) days from receipt ofthe forms.

ELECTRONIC PROCESS

A. The electronic process will be done through the e-QIP system. The City's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Management Electronic Questionnaire (e-QIP).

B. The contractor/personnel will have up to seven (7) business days to login and complete the e-QIP for the background investigation.

C. The contractor/personnel will be instructed to access the website, and will receive on screen instructions which include but are not limited to

1 How to Log In,

2 How to Answer and Create New Golden Questions,

3. What Additional Documents to Send,

4. How to Print and Sign two Signature Forms (Certification That My Answers Are True),

5. How to complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process; and

6. Where to Send.

D. The City must ensure prompt input, and timely receipt of the following, from its contractor/personnel

1. Two (2) FBI Fingerprint Cards (Form FD-258) or one (1) card produced by a livescan device,

2. Certification That My Answers Are True, and

3 Authorization for Release of Information.

E The City must ensure the LCO (or the LCO's designated representative) has all of the requested documentation to ensure the completion of the background investigation

F. Based on the information furnished, the Government will conduct background investigations of the contractor/personnel. The LCO will advise the City in writing if a contractor/personnel fails the investigation, and, effective immediately, the individual will no longer be allowed to work or be assigned to work in the Premises. Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a City's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation.

G. Throughout the life of the Lease, the City shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Premises In the event the City's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for contractor/personnel who were cleared through this process while employed by the former contractor or subcontractor. The City shall resubmit Form FD 258 and Standard Form 85P for every contractor/personnel on a five (5)

LEASE NO. HSBP-7118-L-IN0403, PAGE 14

year basis Provided however, the foregoing provisions of this subsection shall not apply to individuals under escort by a City's contractor/personnel who has successfully undergone fingerprinting and has a current background investigation

2 SECURITY

The City shall ensure that the Premises conform, at the City's sole expense to Department of Homeland Security and Customs and Border Protection Minimum Security Requirements, as well as the Physical Security Criteria for Federal Facilities established by the Interagency Security Committee.

3 **LIABILITY**

A The City may seek remedy for claims against the Government in accordance with the Federal Tort Claims Act, 28 U.S.C §§ 2671 et sea

B The City shall save harmless and indemnify the Government from any claimed or adjudged liability arising out of the maintenance or condition of the Property

4 **AVAILABILITY OF FUNDS**

In accordance with 31 U.S.C. § 1341 and 41 U.S.C. §11, and other applicable federal laws, CBP's liability under this Lease and every term and condition herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Nothing in this Lease may be construed or interpreted to obligate the Government to any current or future expenditure of funds in advance of. or in excess of, the availability of appropriations, nor does this Lease obligate the Government to spend funds for any particular project or purpose, even if funds are available

5 **SOVEREIGN IMMUNITY**

Nothing in this Lease constitutes or can be construed as a waiver of sovereign immunity.

powered by Legistar™

6 **NO PRIVATE RIGHT OR BENEFIT CREATED**

The parties agree that this Lease is not intended and should not be construed to create any right or benefit, substantive or procedural, enforceable at law by an outside party against either the City or the Government.

■x 5

u

Q

O
Q. CL
.!= CO
< u
DO C

03 CL
03 C
o
4-»
03 C i_ OJ
-t-'

>.

03 T3
O) QJ

V 03 _0J "O
IE

0) djd
o
03 i_ 03 CUD
03 f-0

O QJ

LU O
C
o
-1-'-' 03
"> • <
QJ
raO o
03
I
03 C BO OJ
QJ E
QJ bO

O) T3
QJ OJ
>- oo
_0 =3
Q. \£>
E 'qj
QJ GO
! "O
O 03
03 Q. QJ
O
h- _Q

powered by Legistar™

Exhibit C

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)
Request for Lease Proposals Number

HSBP-71 18-L-IN0403

Complete appropriate boxes, sign the form, and attach to offer
The Offeror makes the following additional Representations. NOTE. The "Offeror." as used on this form, is the owner of the property offered, not an individual or agent representing the owner

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120. unless the real property is self-storage (#531130), land (#531190), or residential (#531110)

2) The small business size standard is 38 5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees

(b) The System for Award Manaqement (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

[ ] Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L 112-74), and Section 101 ofthe Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that-

1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware ofthe conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that-

GSA FORM 3518-SAM PAGE 1 (04/15)

Exhibit C

1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability
2) It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	Signature	Date

powered by Legistar™

GSA FORM 3518-SAM PAGE 2 (04/15)

xhibil. 1-: OIT Cost Sign-Off -.ease Number: HSBP-71 18-L-IN0403

U.S. Customs and Border Protection Office of Information & Technology Cost Sign-Off Document*

('Actual costs will be derived from actual obligations)
This is a Rough Order of M agnitude Estimate. Final costs will be determined once the network designs are completed
Site: CHI038A-Chicago Midway International Airport. 5757 S. Cicero Ave. Chicago. IL 60638
Date Prepared: 03/15/2019

Preparer: Thomas W. Foss

Data/Voice Equipment Costs (OCC-31):

Line Item	Description	Qty	Unit Cost	Total
1	Cisco C9300 48 Port Swit support and the following	2	$17,500.00	$35,000.00

*48-port Power over Ether
stackable access switch.
comply with the technical
proposed, the device shal
identified in the detailed B
support and 4 hour replac
equivalent shall support: 4
SFP+ /4x 1 GE SFP uplinl
support with 30W power p
hardware 1:1 Netflow sup
routing protocols, to includ
redundant, modular, hot-s
this switch with other simil
AZLAN ACL (VACL) OSP
assign IP addresses to inc
links per RFC 3021 Simpl
TACACS+ and RADIUS A
Guard Secure Shell Versi
support in hardware for all
support in software and fu
(VRF)-Lite enables service
overlapping IP addresses.
Redundancy Protocol (VR
(CoS), rate limiting, and D

Line Item	Description	Qty	Unit Cost	Total
	Syslog with current date and time stamp Network Tine Protocol (NTP) and/or Simple Network Time Protocol Version 4 (SNTPv4) Multicast routing in hardware Traffic storm control (broadcast/multicast suppression) Local CAPWAP Termination Redundant Dower Supplies must be provided Switch Stacking Cable (s) must be provided			
2	10% Cost Contingency for Equipment	1	$3,500.00	S3.500.00

Total Equipment Cost: 538,500.00

Circuit Costs (OCC-23):

3	Verizon DS-3 Annual Recurring Costs (52,000 per Month)	1	$24,000.00	$24,000.00
4	AT&T DS-3 Annual Recurring Costs ($3,200 Per Month)	1	$38,400.00	$38,400.00
5	Relocation of Verizon DS-3	1	$4,300.00	S4.300.00
6	Relocation of AT&T DS-3 Relocation	1	$400.00	$400.00

Total Annual Circuit Costs:
$67,100.00

Travel / Installation Costs (OCC-21):

7	Travel for Data Engineers	j 0 $0.00		$0.00

Total Travel Costs: TOTAL ESTIMATED INITIAL EQUIPMENT AND SERVICES COSTS $0.00 $105,600.0

Out Year Recurring Service Costs:

8 Verizon DS-3 Annual Recurring Costs ($2,000 per Month)
1 $24,000.00 $24,000.00

9 AT&T DS-3 Annual Recurring Costs
($3,200 Per Month) 1
$38,400.00 $38,400.00
Total Estimated Annual Service Costs: $62,400.00
Line Item Description Qty Unit Cost Total

NOTE: The OIT Cost Sign-Off Document and the associated estimated costs listed above expires 90 days from the above Date F fiscal year, whichever comes first. After such time, a new OIT Cost Sign-Off Document is required.

Acceptance By signing below, 1 accept any and all costs associated with the purchase and installation of equipment ite
Authority ;Sigriaturo: >v " . "• ..' •, "i r-:'-" . Dat^: r.:I

ATith<|riMBrJnted!!Nam

OIT REFERENCE Number: CHI038A-OFCP19002C
Document Expiration Date: 06/13/2019

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision ofthe City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from the date of its passage and approval.

powered by Legistar™

powered by Legistar™