REQUEST FOR PROPOSAL

Security Integrator Services

May 2, 2022

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1. INTRODUCTION

1A. About the Foundation and The Obama Presidential Center

The Barack Obama Foundation (“Foundation”) is a nonprofit tax-exempt organization under 501(c)(3) of the Internal Revenue Code. The Foundation’s mission is to inspire, empower and connect people to change their world. That mission begins at home, on the South Side of Chicago, where the Foundation is building the Obama Presidential Center (referred to herein as the “OPC”, “Center” or “Project”), in the heart of historic Jackson Park.

The OPC represents a historic opportunity to build a world-class museum and public gathering space that celebrates our nation’s first African American President and First Lady. The vision for the OPC is inspired by the legacy of civic engagement shared by Barack and Michelle Obama and will tell the story of the Obama Administration’s achievements, challenges, and lessons learned – as well as of the millions of Americans, in and out of government, at all levels of society, who made that journey possible. The OPC will be a home for recreation, engagement, storytelling, and story making, and will include a collection of public buildings, a plaza, walkways, and other spaces designed to communicate the message that all are invited here to learn, convene, converse, collaborate, and create.

Please visit our website at https://www.obama.org/the-center/ to learn more about the OPC.

1B. Intent of This Request for Proposal

The Foundation is committed to assembling a diverse team of highly skilled designers, engineers, builders, and other professionals to work together to ensure the success of the OPC. It is the Foundation’s intent to hire a Security Systems Integrator (referred to herein as “SSI”, “Respondent” or “Consultant”) to support the development and operation of the Obama Presidential Center by providing the specialized services described in this RFP.

For vendors who provide other services and specialties, but are interested in working with the Foundation, please complete our vendor inquiry form at obama.org/opc-vendors.

1C. Current Timeline for This Request for Proposal

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 2, 2022</td>
<td>RFP issued</td>
</tr>
<tr>
<td>May 3, 2022 – May 18, 2022</td>
<td>Submit queries regarding response to RFP (if any)</td>
</tr>
<tr>
<td>May 27, 2022</td>
<td>Answers issued to any queries</td>
</tr>
<tr>
<td>June 17, 2022</td>
<td>Proposal due</td>
</tr>
<tr>
<td>June 20, 2022 – July 29, 2022</td>
<td>Proposal evaluated by Foundation (this period may include interviews of Consultants)</td>
</tr>
</tbody>
</table>
August 1, 2022 – August 31, 2022 | Negotiate, execute and award contract
September 1, 2022 | Tentative agreement start date

2. OPC PROJECT INFORMATION

2A. Project Description

The OPC will be an engaging and welcoming place that will both honor our shared history and inspire people throughout the world to show up for the most important office in any democracy – that of citizens. The vision for the OPC is inspired by the legacy of civic engagement shared by Barack and Michelle Obama and will tell the story of the Obama Administration’s achievements, challenges, and lessons learned – as well as of the millions of Americans, in and out of government, at all levels of society, who made that journey possible.

The OPC will be a home for recreation, engagement, storytelling, and story making, and will include a collection of public buildings, a plaza, outdoor paths, and other spaces designed to communicate the message that all are invited here to learn, convene, converse, collaborate, and create. The OPC will be composed of three buildings (the "Museum", "Forum" and "Library" buildings) totaling approximately 300,000 GSF, with an approximately 440-space underground parking garage, on a landscaped, approximately 19.3-acre campus in Chicago, Illinois. The Project also includes closing and vacating portions of two existing roadways, South Cornell Drive and South Midway Plaisance.

To assist with preparing the Respondent’s cost proposal, the documents listed in Exhibit F will be shared electronically upon execution of the NDA (see below Note). Please note the selected Respondent will be provided the most up-to-date drawings and specifications upon contract award.

Note: Interested respondents must sign a non-disclosure agreement (“NDA”) before receiving drawings, specifications and other documents listed in Exhibit F. Please contact jlupinos@opcpm.org via email to receive a copy of the Foundation’s NDA. Please allow at least 24-hours to receive the NDA. Only after receiving an executed copy of the NDA will the Foundation be able to provide the above documents to an interested respondent. The completed NDA must be submitted no later than 11:59 PM CDT on June 13, 2022. The Foundation expects all Respondents to have reviewed the documents and specifications, and incorporate them into their submittals.

2B. Project Schedule

Construction of the OPC commenced in September 2021 and will range between 44-45 months in duration. Below is a general timeline for the Project:
Groundbreaking | August 16, 2021
SSI Installation - Tower Available | October 2023 (Estimated)
SSI Installation - Forum Available | October 2023 (Estimated)
SSI Installation - Parking Garage Available | October 2023 (Estimated)
SSI Installation - Library Available | January 2024 (Estimated)
Dust Free Date | December 31, 2024
Substantial Completion | May 16, 2025

Note: Interested respondents should refer to the Project schedule, included in the documents listed in Section 2A above, for the relevant timeline for this RFP’s scope of work.

2C. Project Team

<table>
<thead>
<tr>
<th>Role</th>
<th>Name</th>
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<tbody>
<tr>
<td>Client</td>
<td>The Obama Foundation</td>
</tr>
<tr>
<td>Architect</td>
<td>Tod Williams Billie Tsien Architects</td>
</tr>
<tr>
<td>Associate Architect</td>
<td>Interactive Design Architects (IDEA)</td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>Michael Van Valkenburgh Associates, Inc. / Site Design Group Ltd. &amp; Living Habitats</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>David Mason &amp; Associates</td>
</tr>
<tr>
<td>Project Manager</td>
<td>Clayco-Ardmore Roderick</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>Lakeside Alliance</td>
</tr>
</tbody>
</table>

2D. Sustainability

The Foundation is committed to ensuring the Center preserves and enhances what has always made Jackson Park unique, while investing in long-term sustainability. The landscaping plan for the Center restores and embraces the rich history of the park, giving new life to Frederick Law Olmsted’s vision of a cohesive, walkable, and iconic Jackson Park by reunifying parkland, planting new trees, increasing biodiversity, and providing newly expanded habitat for birds and wildlife. It will be critical that the OPC exemplify best practices in sustainability for institutional buildings, both in the OPC’s construction and its operations.
2E. Diversity & Inclusion

It is essential that the building of the OPC incorporates both a perspective and actuality of diversity throughout the design, development and construction phases of the Project. To ensure that this is accomplished, the Foundation has committed to awarding 50 percent of the construction subcontracting spend to diverse vendors, exceeding the City of Chicago’s goal of 26 percent and 6 percent commitment to MBE and WBE vendors, respectively. We believe that the people building the Center should look like the community where the OPC will call home. Additionally, the Foundation is committed to awarding 32.5% of non-construction project costs to diverse vendors, of which this procurement qualifies. The importance of this commitment to Foundation leadership is reflected in its weight in the evaluation criteria for this RFP.

The Foundation is committed to providing opportunities for diverse partners and vendors across the Foundation’s work and within the OPC. The Foundation will expect the selected vendor to be equally committed to ensuring the meaningful participation of diverse constituencies. All potential vendors are encouraged to form diverse teams, including in recommending project staff at all levels and the selection of any subcontractors.

The selected Respondent will be required to report all payments, including those to diverse vendors, working on the project on a monthly basis by registering and inputting such information into the Foundation’s diverse spend tracking system, B2GNow, and as otherwise requested by the Foundation. The Foundation reserves the right to update these requirements (reporting and otherwise) and will notify the selected Respondent of any such changes.

The selected Respondent will also provide the Foundation full access to the vendor payment and/or project personnel records or any duly authorized representative thereof. The selected Respondent will maintain all relevant personnel data for a period of at least 5 years after Final Completion and Acceptance of the Work.

2F. Project Labor Agreement

The Foundation has entered into the Project Labor Agreement (“PLA”) on April 1, 2021 with various trades, as described in the PLA, a copy of which will be shared with you upon submitting a signed NDA. To the extent that this Scope of Services involves work that is subject to the PLA, Respondent must be familiar with the requirements of the PLA and its applicability to any work under this RFP, and shall commit to comply in all respects with the PLA.
3. REQUIRED SCOPE OF SERVICES

BOF is seeking an SSI to perform the following tasks.

1. At a high level, review existing design and specifications for security systems. Designs and specifications for the Project have been completed. BOF does not anticipate the designs and specifications need substantial modifications. BOF would like the SSI to review the designs and specifications and offer suggestions for improvements and/or cost reduction strategies for consideration by the BOF.

2. Coordinate with the Construction Manager. BOF has retained Lakeside Alliance (LA) as the Construction Manager for the Project. Certain portions of LA’s scope of work will intersect with the SSI’s scope of work. The attached table, titled “Security Equipment Responsibility Matrix,” delineates the tasks that are the responsibility of LA and the tasks that will be the responsibility of the SSI.

   In addition to the tasks specified in the attached table, BOF expects the SSI to coordinate with LA as needed on security-specific matters, including but not limited to verifying rough-in locations in cast-in place concrete, resolving field conflicts, and advising on the location of items that may require field adjustment.

   Finally, BOF expects the SSI to coordinate with BOF and BOF’s 3rd party consultants supporting the project, such as the Architect’s Team, the Commissioning Agent and the Network Integrator.

3. Procure, install, and test security systems. The SSI will be responsible for procuring, installing, and testing the systems and equipment included in the specifications and drawings. The specifications and drawings applicable to this scope of work are delineated in Exhibit C and included in the documents that will be provided to the Respondent upon the execution of the NDA. For the purposes of this scope “install” includes any necessary integration with other building systems.

4. Provide documentation of security systems. The SSI will provide full documentation for the installed systems, including a bound hard copy for the Security Center and in a PDF format. Documentation shall include, at a minimum, operations manuals, as-built drawings, and warranties.

5. Train staff. The SSI will provide at least 40 hours of classroom and hands-on training for the security systems to staff, which could include BOF employees and contract security
staff. Where practical the SSI will record the training digitally for future use by the BOF. BOF anticipates this training will take place around the time of Substantial Completion.

6. Ongoing monitoring and maintenance. The SSI will provide remote monitoring and on-site maintenance for a period of five years after BOF’s acceptance of the SSI’s work as complete.

4. SUBMITTAL REQUIREMENTS

The following subsections provide directions for preparing a response to this RFP. Please note that all of the following elements are required for a successful proposal.

The Foundation is not responsible for any costs incurred by respondents to prepare proposals, conduct due diligence, or negotiate any agreements, whether or not finally awarded. Travel as part of the proposal and interview process is not currently anticipated, but if needed, would be the responsibility of the Respondent.

4A. Key Contacts

All communication (questions, clarifications, submissions) related to this RFP should be directed to John Lupinos, Design Manager, Obama Foundation, jlupinos@opcpm.org.

Please do not contact any other member of the staff or board of the Obama Foundation, any current or past partners, about this RFP.

4B. Letter of Interest

Include a brief cover letter highlighting:

a) Why the Project is of special interest to the Consultant; and
b) In what ways the Consultant is uniquely qualified to work on the Project.

4C. Experience

Describe three (3) projects for which your firm has provided services that align with the scope of work outlined in Section 3 of this RFP. For selected examples, please include the following:

- Project name
- Location (Address, City, State, Country)
- Size in Square Feet
- Total permitted cost of project
- The project’s general scope, your scope, and how your work aligned with the scope of this RFP
Client, as well as a contact name, telephone number, and email address for the client or client representative who may be contacted by the Foundation for references.

Please include similar information for any Subcontractors that will be performing more than 20% of the work.

4D. Proposal for Implementation Approach

Provide a detailed description of your plan for providing the scope of work outlined in Section 3 of this RFP. Please include the information requested in specification Section 2800000, Part 1.7.1.b.

4E. Project Timeline

Provide a high-level schedule outlining your key deliverables and durations related to each of the scope items outlined in Section 3 of this RFP.

4F. Qualifications and Staffing

Provide the following information for all staff that Consultant is proposing for this scope of work:

- Name
- Title
- Location
- Anticipated hours
- Years of experience
- Relevant experiences related to this project type
- Resume that notes relevant projects and their involvement on each project. Provide a contact (including name, email, and telephone number) that will have personal knowledge of the individual’s performance on each job

In addition to the information noted above please include the information requested in specification Section 280000, Part 1.8.B.3. Please include similar information for any Subcontractors that will be performing more than 20% of the work.

4G. Diversity & Inclusion

Provide a (i) Diversity & Inclusion (D&I) Commitment Statement and (ii) Subcontractor Utilization Plan.

1. D&I Commitment Statement - A brief statement regarding the Respondent’s understanding and commitment to comply with the Foundation’s requirements for the utilization of diverse businesses. Respondent should provide a summary of previous experience and history of working on similar projects requiring diverse business participation. This summary of previous experience should highlight the business
diversity goals that the Respondent was required to meet and share how the Respondent met or didn’t meet the goals.


   a. The Respondent shall include the following for each diverse subcontractor listed in the Subcontractor Utilization Plan:

      i. A fully executed Letter of Intent to Perform as a Subcontractor, Subconsultant, or Material Supplier for each diverse subcontractor listed in the Subcontractor Utilization Plan. This form is attached hereto as Exhibit A-2, and must accurately detail the work to be performed by the diverse firm and the agreed rates and prices to be paid.

      ii. A current Letter of Certification as a Diverse Business for each certified diverse subcontractor listed in the Subcontractor Utilization Plan.

Respondents are responsible for calculating the dollar equivalent of diversity utilization as percentages of the total base cost in their proposal.

Agreements between a Respondent and a diverse vendor in which the diverse vendor promises not to provide subcontracting quotations to other Respondents are prohibited.

Respondents shall not modify their Subcontractor Utilization Plan after submission of their proposal without the prior written notice of the Foundation unless directed to do so by the Foundation. Therefore, all terms and conditions stipulated for prospective diverse subconsultants, subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Foundation of the Respondent’s proposal. If circumstances should arise, however, where a proposed diverse firm is no longer available or willing to perform services, the Foundation’s Director of Planning and Construction shall be immediately notified via writing.

4H. Compensation and Authorization

BOF is requesting two lump sum fees. The first lump sum fee is for the high-level review of the current drawings and specifications as described in Section 3. The second lump sum fee is for the balance of the work described in Section 3. BOF will use the total of these two lump sum fees for scoring the cost portion of the evaluation.

Upon selecting an SSI and entering into an Agreement the Foundation will authorize the SSI to execute the high-level review of the current drawings and specifications. At the conclusion of this review the Foundation and SSI will come to an agreement on the final scope for the balance of the work. The Foundation will ask the SSI to revise its submitted lump sum fee for the balance of the work to reflect the final scope. Upon reaching an agreement on the final scope and associated costs the Foundation will authorize the SSI to execute the work.

Respondents must submit their prices in the bid forms provided upon execution of the NDA.

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All expenses other than travel should be included within the lump sum fees outlined above. Travel is subject to the Foundation’s Consultant Travel Policy, see Exhibit E for The Obama Foundation Consultant Travel Policy. Please include all estimated travel costs, including for client meetings, user research, prototyping, and installation. Clearly outline any assumptions you are making to develop this estimate.

4I. References

Include three references that may be contacted by the Foundation at any point during the proposal review process. References should be from projects completed in the past three years, and need not be tied to the projects highlighted in your submission. Include client name, position, organization/project name, telephone number, and email address.

Please also include three references that may be contacted for any key subcontractors (more than 20% of the contracted work) included in your Subcontractor Utilization Plan.

4J. Financial Information

Provide audited financial statements for your firm, including a balance sheet and income statements for the last three (3) years. If audited financial statements are not available, submit the equivalent along with a brief explanation of Proposer’s financial stability.

4K. Legal Actions

Detail any criminal or civil investigations, legal claims that have been brought by private parties or governmental authorities, and all litigation involving your firm, within the past three (3) years. Please also disclose the fact of any settlements entered into by your firm within that time frame.

4L. Insurance

Review and confirm the insurance requirements outlined in EXHIBIT B: INSURANCE are acceptable.

4M. Conflict of Interest

Disclose on the form included in Exhibit D: Conflict of Interest Statement any known Financial Interests or Other Interests that your firm or your firm’s management, officers, or board of directors may have with the Foundation, the Foundation’s Board of Directors or Key Employees, or consultants currently engaged for this project.

4N. Form of Agreement

Acceptance of general terms and conditions (“Terms and Conditions”), or any requested changes or edits. The Terms and Conditions will be shared with Respondents upon execution.
of the NDA. Respondents must provide a Word document version (with redline changes) if there are any questions or suggested amendments to any of the Terms and Conditions.

5. SUBMISSION INSTRUCTIONS & GENERAL CONDITIONS

5A. Proposal Submission Instructions

a) Send an email to ilupinos@opcpm.org to receive a copy of the Foundation’s NDA as soon as possible. Please allow at least 24-hours to receive the NDA.
b) The NDA will be emailed to you from the Ironclad digital contract management software. Review and sign the NDA as soon as possible, but no later than 11:59 PM CDT on June 13, 2022. Please allow at least 24-hours to receive the additional information needed for your proposal.
c) Submit your proposal in pdf form (except in Microsoft Word form for exceptions to the form of agreement) via email to ilupinos@opcpm.org. Submissions must be received by 5:00 PM CDT on June 17, 2022. Please note that extensions will not be granted.
d) As part of its evaluation the Foundation may request to meet with you and key members of your proposed staff. Such meetings would likely occur between July 11th through 22nd, but that is subject to the Foundation’s needs and review schedule. Please tentatively arrange for your key personnel to be available during this time period if at all possible.

5B. General Conditions

The Foundation reserves the right, in its sole discretion, to modify this RFP, including but not limited to changes to the timeline or response content; to request clarifications or additional information from any Respondent after the submission of RFP responses; or to reject any and all responses. Any changes to the timeline or response content of this RFP will be shared with interested respondents. The Foundation will not be responsible for any costs incurred by a Respondent or anyone affiliated with a Respondent in connection with this RFP.

5C. Confidentiality

As noted above in Sections 2A and 5A, any interested respondents to this RFP must execute an NDA. Nothing contained herein shall abrogate or in any way limit the terms and provisions of this NDA. Furthermore, the RFP contains confidential and proprietary information. You may not reproduce or distribute this information to third parties, without prior written authorization of the Foundation.

The Foundation shall have no obligation to treat any information submitted in or in connection with the RFP response as proprietary or confidential. By the submission of an RFP response, respondents thereby grant to the Foundation an unrestricted right to use all or portions of the RFP response, including all materials and/or accompanying information submitted therewith, as it considers necessary or desirable in connection with the Project.
5D. Limitations on RFP

The data, information, and assumptions used in this RFP are generally accurate to the best of the Foundation’s knowledge at this time. The Foundation does not assume responsibility for the accuracy of such data, information or assumptions.

Questions or clarifications related to the scope of this work, responsibilities or expectations are welcomed. If at any time prior to the Proposal due date a Respondent discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in this RFP, the Respondent should immediately notify the Foundation in writing for clarification.

We request that all questions and clarifications be submitted in writing via email to John Lupinos by May 18, 2022. Answers will be distributed to all respondents by May 27, 2022. In the event that it becomes necessary to provide additional clarifying data, designs or information, or to revise any part of this RFP, an addendum will be issued.

5E. Selection at the Discretion of The Foundation

This RFP neither commits the Foundation to award a contract to any provider, even if all requirements stated in the RFP are met, nor limits our right to negotiate in our best interest. The Foundation shall select, at its sole, absolute, and unreviewable discretion, the Consultant for the Project.

5F. Reasonable Accommodation

The Foundation shall provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities upon request. If you need accommodations, contact John Lupinos at jlupinos@opcpm.org.

5G. Definitions

The term “Foundation Supporters” shall mean the Foundation’s parent company, subsidiaries and affiliates, and each of their successors, assigns, members, principals, officers, directors, employees and agents, and the OPC Team, Partners and Stakeholders identified above.

The term “Proposal” shall mean the response Respondent submits in response to this RFP, including without limitation, any information and materials provided by Respondent during the RFP process.

5H. Independent Contractors

The Respondent is an independent contractor and is not a partner, joint venturer, employee or agent of the Foundation. The Respondent has no power or authority to bind the Foundation or any Foundation Supporters to any third person, to incur any debts or liabilities in the name of or on behalf of the Foundation or the Foundation Supporters, or otherwise to act in any way as the representative of the Foundation or the Foundation Supporters, unless otherwise expressly
agreed to in writing signed by the Foundation. This RFP shall not be interpreted or construed to impose any liability attributable to such a relationship upon the Foundation or any of the Foundation Supporters.

Persons or entities working on behalf of the Respondent in connection with the RFP and/or Proposal are not employees or agents of the Foundation, and such persons shall be solely the employees or agents of the Respondent and shall be under the sole and exclusive direction and control of the Respondent. The Respondent is responsible for the employment, supervision, hiring, training and discharge, payment of all fees, salaries, benefits and other payments to or on behalf of the Respondent’s employees, agents, permitted subcontractors, and others who may provide to the Respondent any deliverables or services in connection with this RFP or the Proposal.

5I. Subcontractors

The Respondent will not change any proposed Subcontractors for any services, or any portion of the services, nor will it engage independent contractors to perform the services or any portion of the services, in connection with this RFP and its Proposal, without first receiving approval from BOF for such change. With respect to any such services that are subcontracted to or provided by a permitted subcontractor, the Respondent expressly assumes all liability and responsibility for such subcontractors’ compliance with, or failure to comply with, the terms of this RFP and all acts or omissions by such subcontractor in connection with its participation in this RFP or the Proposal.

6. SCORING CRITERIA

The Foundation plans to use the following scoring criteria for evaluating submissions, but reserves the right, in its sole, absolute, and unreviewable discretion, to change the scoring criteria at any time.

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<tr>
<th>Obama Presidential Center</th>
<th>Weight</th>
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<tbody>
<tr>
<td>Evaluation Scoring Criteria &amp; Weight</td>
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<tr>
<td>Project Approach</td>
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<tr>
<td>Scope of Services</td>
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<tr>
<td>Personnel Plan</td>
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<tr>
<td>Past Relevant Experience</td>
<td>10.0%</td>
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<tr>
<td>Cost</td>
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<td>Diversity &amp; Inclusion Plan</td>
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<tr>
<td>Overall Proposal Quality</td>
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<tr>
<td>Category</td>
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<td>-------------------------</td>
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<tr>
<td>Financial Position</td>
<td>Pass/Fail</td>
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<td>Insurance Requirements</td>
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<td>Pass/Fail</td>
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<tr>
<td>Conflict of Interest</td>
<td>Pass/Fail</td>
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<tr>
<td><strong>TOTAL</strong></td>
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Exhibit A: Business Diversity & Inclusion

The Barack Obama Foundation (the “Foundation”) is committed to maintaining an environment within its organization in which diversity, equity, and inclusion are valued and respected in all aspects of its operations as well as the operations of its partners and vendors. The Foundation believes that diverse businesses strengthen its ability to act on its commitment to improve underserved communities, particularly those located near the Obama Presidential Center (the “Center”).

1. Definitions

a. “Certified Diverse Vendor” means a service provider who is at least 51% owned, managed, and controlled by one or more United States citizens or permanent residents, duly certified by a certifying agency as identified below, and identifying as being:

   i. of Asian, Black, Hispanic, Alaskan Native, or Native American descent, such entity is designated as a Minority-Owned Business Enterprise (“MBE”);
   ii. a woman, such entity is designated as a Women-Owned Business Enterprise (“WBE”);
   iii. an individual with disabilities, such entity is designated as a Business Enterprise Owned by People with Disabilities (“BEPD”);
   iv. a veteran, such entity is designated as a Veteran-Owned Business Enterprise (“VBE”);
   v. a service-disabled veteran, such entity is designated as an Enterprise Owned by Service-Disabled Veterans (“SDVBEs”); or
   vi. lesbian, gay, bisexual, transgender, and/or questioning, such entity is designated as an LGBTQ Business Enterprise (“LGBTQBE”).

2. Requirements for Certified Diverse Vendors

a. To be eligible for contracts as a Certified Diverse Vendor, you must provide proof of certification as described below. The Foundation reserves the right to seek independent assurance regarding the same.

The following sources of certification are acceptable to the Foundation:

   i. MBEs, certified by any affiliate of the National Minority Supplier Development Council;
   ii. WBEs, certified by any affiliate of the Women’s Business Enterprise National Council;
   iii. BEPDs, certified by the U.S. Business Leadership Network or Disability:IN;
   iv. VBEs, certified by the U.S. Department of Veterans Affairs;
   v. SDVBEs, certified by the U.S. Department of Veterans Affairs; and
   vi. LGBTQBEs, certified by National Gay and Lesbian Chamber of Commerce.
b. In addition, the Foundation may accept certifications from other state and local government programs, *provided that* the submitting business demonstrates that the certification requirements are substantially similar to the requirements for the certification programs listed above. Acceptable certifications also include certifications from the City of Chicago Programs, the State of Illinois Business Enterprise Program, the State of Illinois Unified Certification Program, the Cook County, Illinois, Office of Contract Compliance, the New York State MWBE Program, and the Washington D.C. Certified Business Enterprise Program. The Foundation does not impose or recognize size or revenue limitations on Diverse Vendors.
Exhibit A1: Subcontractor Utilization Form

Form to be shared upon execution of the NDA.
Exhibit A2: Letter of Intent
Letter of Intent to Perform As Diverse Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: ______________________________________________________________

FROM: ______________________________________________________________________
(Name of Subcontractor/Subconsultant/Supplier)

Check all that apply: MBE _________ WBE _________ VBE_______ SDVBE_________
BEPD ________ LGBTQBE _________

The diversity status of the Subcontractor/Subconsultant/Supplier, if certified as a diverse firm, is confirmed by the attached Letter of Certification, dated ________________________.

TO: ______________________________________ and the Barack Obama Foundation
(Name of Contractor/Consultant)

The undersigned intends to perform work in connection with the above-referenced project as (check one): _____________ a Sole Proprietor _____________ a Corporation _____________ a Partnership _____________ a Joint Venture.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

The above described services or goods are offered for the following price and described terms of payment:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

The proposed utilization of the undersigned Subcontractor/Subconsultant/Supplier represents _______% of the total proposed contract value.
The above named Subcontractor/Subconsultant/Supplier affirms that it will perform the work described above for the estimated dollar value as stated above, conditioned upon the Prime’s contract execution with the Foundation.

Name of Subcontractor/Subconsultant/Supplier

Name of Contractor/Consultant

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

All proposers/bidders must search, at a minimum, the following directories to identify diverse firms to participate and include procurements with the Foundation.

- City of Chicago Directory of MBE, WBE, VBE, BEPD, DBE, and ACDBE certified vendors
- Cook County, IL Government Cook County’s M/W/VBE Certification Directory
- Chicago Minority Supplier Development Council (member-driven organization)
- Women’s Business Development Center (member-driven organization)
- Illinois Department of Central Management Services Directory

This list is not exhaustive. It is preferred that proposers/bidders maximize opportunities for diverse Chicago firms. Please include copies of certification letters of all applicable firms named and to be included in response. If uncertain if a certification is acceptable, submit questions during the RFI period.

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Exhibit B: Insurance

I. Consultant shall maintain the following minimum limits of insurance with insurers with an AM Best Company rating or the equivalent of at least A- VII.
   A. Commercial General Liability:
      $3,000,000 per occurrence/$3,000,000 aggregate, including products and completed operations and contractual liability coverage; coverage shall include independent contractor’s coverage, and Consultant shall be responsible for assuring all subcontractors are properly insured.
   B. Workers Compensation:
      Statutory Limits
   C. Employer’s Liability:
      $500,000/each accident;
      $500,000/disease - each employee;
      $500,000/disease – aggregate
   D. Auto Liability (for all owned, hired and non-owned vehicles):
      $1,000,000
   E. Umbrella/Excess Liability:
      Coverage excess of general liability, auto liability, and employer’s liability in an amount of at least $2,000,000 per occurrence with defense outside the limit.
   F. Property Insurance:
      All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any property by Consultant.
   G. Professional Liability / Errors and Omissions Coverage (covering property damage, bodily injury and economic loss):
      $3,000,000/claim;
      $3,000,000/aggregate
      If such coverage is on a “claims made” basis, the insurance shall have a retroactive date of no later than the date design work commenced and must be maintained for at least three years after the completion and acceptance of the work performed. The retroactive date MUST be shown on the certificate of insurance provided.
II. Consultant’s commercial general liability and auto liability policies shall name the Foundation and its members, managers, partners, directors, officers, employees and agents as additional insureds. Such policies shall provide additional insured coverage for the foregoing persons and entities by either: (i) an additional insured endorsement that provides coverage automatically by virtue of this written agreement or (ii) by specific endorsement using the form known as the Additional Insured: Designated Person or Organization Endorsement or a substantive equivalent thereof. The applicable endorsement (i.e., (i) or (ii)) must be attached to the insurance certificate as evidence of this coverage and shall describe the additional insured party as follows: “The Barack Obama Foundation and its members, managers, partners, directors, officers, employees and agents are additional insureds on the general liability policy if required by written contract with the Named Insured”. The Barack Obama Foundation and its members, managers, partners, directors, officers, employees and agents are additional insureds on the commercial auto liability policy if required by written contract with the Named Insured. The Barack Obama Foundation and its members, managers, partners, directors, officers, employees and agents are additional insureds on the workers compensation policy if required by written contract with the Named Insured.

III. None of the foregoing policies shall include a deductible or self-insured retention amount of more than $10,000.

IV. Consultant’s primary and, if applicable, excess liability insurance shall be primary to any insurance carried by the Foundation and other additional insureds, whose insurance in all cases shall be non-contributing to any required from Consultant.

V. Consultant’s insurance shall be placed with a company or companies acceptable to the Foundation. Insurance certificates shall provide that at least thirty (30) days’ advance notice be required to the Foundation of any cancellation, lapse, non-renewal, or material change in any policy.

VI. Provision by Consultant of the insurance required hereunder or failure of Consultant to provide the required insurance shall not relieve Consultant of its liability arising under the Agreement or as may be imposed at law or in equity.

VII. Consultant waives any and all rights of recovery, claim, action or cause of action against the Foundation and its members, managers, partners, directors, officers, employees and agents, for any loss or damage that may occur in the performance of the work or services to be provided by Consultant hereunder to the extent that such loss or damage would be covered by insurance required to be maintained by Consultant hereunder or which is otherwise in effect. Consultant will cause its insurers (other than with respect to the professional liability insurance, if applicable, required to be maintained herein) to waive its subrogation rights arising in any way out of this Agreement.
## Exhibit C: Security Systems Design Documents List

### COMMISSIONING SPECIFICATIONS
SECTION 019113 - GENERAL COMMISSIONING REQUIREMENTS

### SECURITY SPECIFICATIONS
SECTION 280000 - ELECTRONIC SAFETY AND SECURITY

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Exhibit D: Conflict of Interest Statement

THE BARACK OBAMA FOUNDATION
CONFLICTS OF INTEREST CERTIFICATION AND DISCLOSURE

Certification:
By signing below, I affirm that, except as specified in the following Disclosure, _____________________________ has no known Financial Interests or Other Interests (as such terms are defined in below) to disclose.

Disclosure:
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

☐ Check this box if you have none to report

By: _______________________________________
Name:_____________________________________
Position: ___________________________________
Date:______________________________________
Definitions

“Financial Interest” shall mean when the firm or its management, officers, or board of directors has, directly or indirectly, through business, investment, or family relationship:

- An ownership or significant investment interest in any major vendor with which the Foundation has a current or proposed transaction or engagement;
- A business or family relationship with a member of the Foundation’s Board of Directors or any of the Foundation’s Key Employees;
- An employment or consulting relationship with the Foundation; or
- A relationship with the Foundation as a donor.

“Other Interest” shall mean when the firm or its management, officers, or board of directors has (a) participated in present or past volunteer service with the Foundation or (b) any other interest that could create an actual or perceived conflict of interest.

“Key Employees” includes the Foundation’s Chief Executive Officer (Valerie Jarrett), President (David Simas), Executive Vice Presidents (Robbin Cohen, Alfreda Bradley-Coar, Laura Lucas Magnuson, and Michael Strautmanis), Senior Vice President, Museum Director (Louise Bernard), Senior Vice President, OPC Ops and Implementation (Lori Healey) or Board Members (Connie Ballmer, Thelma Golden, Dr. Mahalia A. Hines, Glenn Hutchins, Broderick Johnson, Demond Martin, Martin Nesbitt, Sean Parker, David Plouffe, J. Kevin Poorman, Penny Pritzker, John W. Rogers, Jr., Michael Sacks, Juan Salgado, Juliana Smoot, & Robert Wolf).
Exhibit E: The Obama Foundation Consultant Travel Policy

Latest revision April 2017

Purpose

The Barack Obama Foundation (the “Foundation”) recognizes that outside vendors (“Producers”) hired by the Foundation may be required to travel or incur other expenses from time to time to conduct business. The purpose of this Travel and Expense Reimbursement Policy (this “Policy”) is to ensure that (a) adequate cost controls are in place, (b) travel and other expenditures are appropriate, and (c) to provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by Producers. It is the policy of the Foundation to reimburse only reasonable and necessary expenses actually incurred by Producers.

The Foundation may change this Policy from time to time upon notice. When incurring business expenses, the Foundation expects Producers to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost conscious and spend money as carefully and judiciously as the individual would spend his or her own funds.
- Report expenses, supported by required documentation, as they were actually spent.

Travel costs represent a significant, yet controllable expense. The following guidelines are designed to assist in performing travel related activities in an efficient and cost-effective manner.

It is the responsibility of Producers to become familiar with and always operate within these guidelines. No travel will be paid for, or reimbursed, if not booked in accordance with this Policy. There MAY be expenses not covered by this Policy. The Foundation will consider other reasonable travel expenses – but only clearly qualified expenses that are expressly approved.

Expenses – Proof of Purchase

Proof of Purchase (Receipts)

Receipts are required for all expenditures billed to or reimbursed by the Foundation. Receipts submitted must include the vendor’s name, an itemized list of the services or products provided (a credit card receipt alone is not sufficient), the date, and the total expenses, including tips (if applicable). In limited circumstances, a credit card receipt or statement may be used to document the vendor and date of an expense, provided other required details of the expenditure are fully documented.

General Travel Policies

General Travel Requirements

Necessity of Travel: In determining the reasonableness and necessity of travel expenses, Producers and the person authorizing the travel shall consider the ways in which the Foundation will benefit from the travel and weigh those benefits against the anticipated costs of the travel.

1 May be updated, but this reflects current guidance
The same considerations shall be taken into account in deciding whether the benefits to the Foundation outweigh the costs, less expensive alternatives, such as participation by telephone or video conferencing, or the availability of local programs or training opportunities, shall be considered.

**Booking Travel**
Travel plans should be made in such a manner as to take full advantage of any discounted or economy air fares that are available. All travel should be booked at least seven days in advance; travel booked after the seven-day advance window will be considered emergency travel and approved on that basis. Last minute arrangements, cancellations or changes in travel plans should be avoided unless absolutely necessary.

**Air Travel**

**Lowest Fare Routing**
Air travel booked for the Foundation must be within 30% of the cost of the lowest logical airfare, defined as the lowest airfare cost within 2 hours of the preferred travel time and with a maximum of one connection. Additionally, Producers are expected to adhere to the following parameters:

- Accept non-refundable fares when cost-effective and there is a low risk of changes;
- Accept penalty fare tickets when cost-effective and there is a low risk of changes;
- Accept an alternative metro airport if feasible;
- Accept lowest fare within a two-hour period before or after requested time without endangering the reason for your trip;
- Consultant may not specify a preferred carrier or flight
- Producers who wish, for their own benefit, to upgrade travel arrangements may do so at their own expense.
- Producers should book air travel in economy class, unless the individual is traveling on an international flight lasting more than 6 hours; in this instance only, the Foundation will reimburse a business class ticket if Foundation written approval for such travel is obtained in advance.

**Unused Tickets**
The Foundation recognizes there are instances when purchasing airline tickets on a non-refundable basis or purchasing refundable airline tickets well in advance of departure can significantly reduce the price of the ticket(s). Unused nonrefundable tickets are typically reusable. Most airlines now require that you exchange the ticket prior to your original flight schedule. Other airlines will let you exchange a nonrefundable ticket up to one year from the date of issue. It is recommended that you reuse your ticket as soon as possible.

Unused refundable tickets can be refunded up to one year from their date of issue, beyond that they expire and are useless. Tickets are non-transferable between travelers (i.e. only the traveler named on the ticket may re-use it).

**Transportation to and from the Airport**
Producers are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability:
● **Courtesy Cars:** Many hotels have courtesy cars, which will take you to and from the airport at no charge. Producers should take advantage of this free service whenever possible. Another alternative may be a shuttle or bus.

● **Mass Transit:** Rail or shuttle service is also available at most airports and costs only a few dollars. Check the ground transportation directory in the airport or ask hotel staff. Taxi or Ride-Sharing Apps (such as Uber or Lyft): Taxi or ride-sharing apps such as Uber or Lyft are often the most economical and convenient form of transportation when the trip is for a limited time and minimal mileage is involved. Producers traveling to the same destination should share ground transportation to and from the airport whenever possible.

● **Rental Cars:** Car rentals are expensive so other forms of transportation should be considered when practical. Consultant will be allowed to rent a car while out of town provided that the cost is less than alternative methods of transportation. Reasonable attempts to share a rental car should be made when several Producers are traveling to the same location. The Foundation will reimburse a maximum of $40.00 for airport parking expenses of a personal car, but prior approval must be sought to overnight a car. Many major cities have very efficient transit systems – use them. Taxis are acceptable, but for cost reasons, consider an alternative.

**Checked Bags**
Bags or containers that need to be checked in on a flight for Foundation-related purposes are a reimbursable expense.

**Wi-Fi Expenses**
The Foundation will reimburse Wi-Fi expenses for Foundation-related travel if the Wi-Fi access is used primarily for Foundation-related activities.

**Ground Transportation**
Rental vehicles should not be used unless the cost is less than that of other available ground transportation. The use of private limousines or car services is not allowed without advanced approval. Fines or other expenses incurred as a result of traffic violations while traveling on Foundation-related business are the personal responsibility of the violator.

**Automobile Rentals**
Producers authorized to rent automobiles while on Foundation-related business should attempt to maximize savings. Ordinarily, only Economy, Compact, or Midsize cars should be rented unless the number of people traveling requires a larger vehicle. When picking up the rental car, please verify that the lowest available rate is being offered. There may be “daily or weekly specials” available that are lower than the corporate rate. All rental cars must be refueled before returning the car so as to avoid exorbitant charges when dropping it off.

**Rail Travel**
Rail journeys should be made at Standard Class and “Saver” fares should be used where possible. Like all travel, rail travel must be booked at least seven days in advance.

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**Mileage for Business Travel**
If a Consultant is traveling a considerable distance by car for the Foundation outside of the Consultant’s typical commute, the Foundation may reimburse the gas expenses incurred. This will be approved on a case-by-case basis by the Foundation, and if approved, the mileage will be reimbursed at the approved IRS limit of cents per mile traveled.

**Lodging**

**Hotels**
The spending limit for lodging is determined by location of stay as follows:

- $350 New York City, San Francisco
- $300 Washington D.C., Boston
- $250 all other U.S. locations, unless otherwise approved

Hotel prices exceeding the limit may be approved in special circumstances. Producers should always seek a moderately priced hotel; inquire about the Foundation’s corporate discounts when traveling into a city where the Foundation offices are located for specific hotels whenever practical. Producers who wish to stay at a more expensive hotel may generally do so at their own expense.

In some instances, it may be appropriate for Producers to consider corporate housing or options such as Airbnb for longer stays.

**Hotel Folios**
It is the responsibility of the traveler to obtain and submit their hotel stay folios. If folios are not received, the Foundation reserves the right to withhold reimbursements.

**Consultant’s Responsibilities for Hotel Guarantee/Cancellations**
All lodging will be guaranteed for late arrival. If you do not stay at the hotel and have not canceled your reservation, you will be personally responsible for any resulting accommodation charges. If Consultant contacts the hotel directly they should document whom they spoke with, the date and time of call, and a cancellation number. Should the Consultant still be charged for a “no-show,” they will then have documentation to dispute the charge.

**Hotel Charges**
The Foundation will pay for the room and tax only. The Foundation will pay for hotel parking when it is necessary; however, valet parking is not an expense the Foundation will pay. All other expenses will not be paid. Other charges are the responsibility of the Consultant. Movies, room service, or minibar use are NOT acceptable charges to the Foundation.

**Telephone**
No hotel telephone charges will be paid by the Foundation; cell phones should be used in all cases.
Unauthorized Travel Charges
Any unauthorized charges that appear on a hotel folio or credit card statement will be the responsibility of the Consultant. The accounting department reserves the right to withhold the amounts of any and all unauthorized charges from the Consultant’s reimbursement.

Meals & Entertainment

Meal Reimbursements for Travel
Reasonable meal expenses will be reimbursed as per guidelines below (per person, including gratuity): Producers traveling on Foundation-related business are reimbursed on a per meal basis at the following rates when they actually incur the cost of a meal.

They will not be reimbursed for meals paid for or provided by others.

- Breakfast: $ 15
- Lunch: $ 20
- Dinner: $ 35

Snack expenses are reimbursable when they replace a meal. Exceptions to the above limits may be made where available meal options require higher expenditures. Exceptions will require a receipt, and must be approved in advance by the Foundation.

Non-Reimbursable Expenditures
The Foundation maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a ministry. Expenses that are not reimbursable include, but are not limited to:

- Travel insurance
- First class tickets or upgrades
- Limousine travel
- Movies, liquor, or bar costs
- Membership dues at any country club, private club, athletic club, golf club, tennis club or similar recreational organization
- Participation in or attendance at golf or tennis tournaments, or other sporting events, without the advance approval of the chairman of the board
- Business conferences and entertainment which are not approved
- Valet service
- Car washes
- Toiletry articles
- Expenses for spouses, friends, or relatives. If a spouse, friend or relative accompanies Consultant on a trip, it is the responsibility of the Consultant

###
Exhibit F: Additional Documents and Specifications

Documents to be shared upon execution of the NDA:

- Terms & Conditions
- Drawings and Specifications
  - 100% Construction Documents (GMP 1A – ERS) dated February 24, 2020
  - 100% Construction Documents (GMP 1B – Early Trades) dated March 27, 2020
  - Addendum 1 for GMP 1B dated September 18, 2020
  - Addendum 2 for GMP 1B dated March 31, 2021
  - 100% Construction Documents (GMP 2) dated September 18, 2020
  - Addendum 1 for GMP 2 dated March 31, 2021
  - Addendum 1A for GMP 2 dated June 28, 2021
  - ASI #005 dated June 11, 2021
  - ASI #007 dated July 9, 2021
  - ASI #008 dated August 23, 2021 (aka “Addendum 2”)
  - ASI #010 dated July 28, 2021
  - ASI #011 dated July 28, 2021
  - ASI #012 dated October 18, 2021
  - ASI #013 dated November 19, 2021
  - ASI #014 dated November 24, 2021
  - ASI #015 dated January 14, 2022
  - ASI #016 dated January 28, 2022
  - ASI #017 dated February 10, 2022
  - ASI #018 dated February 25, 2022
  - ASI #019 dated February 25, 2022
  - ASI #020 dated March 4, 2022
  - ASI #021 dated March 4, 2022
  - ASI #022 dated March 11, 2022
  - ASI #023 dated April 1, 2022
  - ASI #024 dated April 15, 2022
  - ASI #025 dated April 15, 2022
  - Project Labor Agreement
- Security Equipment Responsibility Matrix
- Fee Proposal Form
- Exhibit A1: Subcontractor Utilization Form