



REQUEST FOR PROPOSALS

Janitorial Services

Introduction

Lincoln Park Zoo is a historic, 49-acre zoo located in the heart of Chicago. Lincoln Park Zoo cares for more than 160 animal species, employs almost 300 full-time and seasonal staff, and welcomes more than 3 million visitors annually from around the world. It is committed to Chicago's communities, offering camps, programs, and events year-round.

Overview

Lincoln Park Zoo is seeking proposals from qualified vendors for a multi-year agreement for janitorial services throughout the campus. Lincoln Park Zoo needs a consistently clean, healthy, and safe environment for our guests and staff. We desire a partnership that provides maximum value including management and staff training and oversight, streamlined processes (leveraging technology when practical), sustainability efforts, and cost effectiveness.

Scope

See attached Scope of Work (SOW): Janitorial Services document.

Site Review

An on-site review meeting and walk through has been scheduled for May 18th, 2026, from 9:00 -12:00

In order to participate in the RFP process, you must attend the on-site review meeting. Please RSVP to dandrews@lpzoo.org.

Logistics

- RFP Schedule
 - RFP Released: April 30, 2026
 - On Site Review: date May 18, 2026
 - Final follow-up questions due May 20, 2026
 - Proposals Due: **June 3, 2026**

- Submission Requirements

- Provide an overview of the company’s organization, resources, and support capabilities. Including equipment availability, proposed SLA’s, metrics, use of autonomous equipment, artificial intelligence use and capabilities, etc...
 - Provide detailed specifications of proposed service levels, including staffing plans.
 - Provide a detailed breakdown of costs, including labor, materials, and any additional expenses. Please prepare your proposal as two versions :
 - Cost plus management fee
 - Fixed monthly cost
 - Provide a well-developed plan to retain existing staff and to provide an effective transition. Provide details of your proposed program for recruitment, retention, training and development of new and existing staff.
 - Provide information regarding bidder’s status in the Business Enterprise Program: Minority Business Enterprise, Women Business Enterprise, etc..
 - Include your company’s Diversity Statement or policy.
 - Provide a list of current and past projects employing your company’s services that have similar requirements to those of the zoo’s proposal.
 - All bids must assume union labor.
 - Please review the attached document titled “Vendor Agreement” for the terms and conditions which will be incorporated into potential any future agreement.
 - Vendor shall maintain, at its sole cost and expense, the insurance set forth in Exhibit B - Insurance Requirements, attached hereto and incorporated by reference herein.
 - The preferred format for submission is PDF.
- Submission Inquiries and Delivery
 - Please direct all questions to the project contact. Questions will be answered at the discretion of Lincoln Park Zoo. We will provide written answers to questions of a general nature or which would affect the solicitation. We will send answers to all recipients of the solicitation. Only written answers to questions will be official.
 - Please submit your proposals via email to the project contact, Dana Andrews, Purchasing Manager at dandrews@lpzoo.org Late proposals will not be accepted.

Selection Criteria

Selection criteria will include, but not be limited to, the following:

- Qualifications and experience
- Current and previous comparable projects
- Timeline and budget

The following scope of work is provided as a basic guideline. The selected service provider will be expected to provide assistance developing a mutually agreeable scope of work.

Scope of Work (SOW): Janitorial Services

Site: Lincoln Park Zoo (All public areas, back-of-house corridors, and staff office areas)

1) Objectives

- Provide a **safe, clean, and welcoming** environment for guests, staff, volunteers, and vendors.
 - Protect **animal health and welfare** by following biosecurity and chemical-use controls approved by the Zoo.
 - Maintain **high-traffic outdoor and indoor** spaces to event-ready standards, adapting to weather and seasonal visitation peaks.
 - Support the Zoo's **sustainability goals** (waste diversion, green chemicals, water/energy awareness).
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2) Areas in Scope

2.1 Public/Visitor-Facing Areas

- Entry plazas, wayfinding areas, ticketing/info desks (if any)
- Indoor exhibit lobbies and corridors (public portions only)
- Restrooms (all public restrooms, family restrooms, nursing rooms)
- Education spaces open to the public when scheduled
- Public stairs, ramps, handrails
- Outdoor walkways, plazas, benches, viewing rails, trash & recycling stations
- Windows/glazing reachable without special access
- Drinking fountains/bottle fillers
- Pedestrian touchpoints (lobbies, stairwells)

Exclusions (Unless Authorized): Animal enclosures/habitats, some behind-barrier keeper areas.

2.2 Staff Areas (Office & Support)

- Administrative offices, open-plan workspaces, conference rooms

- Staff breakrooms/kitchens, micro-kitchens
- Staff restrooms and locker rooms
- Back-of-house corridors and staging areas (non-animal)
- Janitor closets and custodial storage
- Copy/print rooms, supply rooms
- Staff elevators and stairwells

Note: Any animal-adjacent back-of-house areas require biosecurity briefings and Zoo approval before service begins.

3) Service Hours & Coverage

- **Day Cleaning (Public Areas):** 7 days/week Zoo hours & events.
- **Evening Cleaning (Public & Staff Areas):** 7 days/week (public); 5 days/week (offices), [e.g., after closing–midnight].
- **Event Support:** As scheduled (pre-, during-, post-event servicing).
- **Weather/Peak Season Flex:** Add-on coverage during spring/summer peaks, holidays, and special events.
- **Emergency On-Call:** Spill response / biohazard cleanup within 15 minutes of dispatch during open hours; within 60 minutes after-hours.

4) Cleaning Tasks & Frequencies

4.1 Restrooms (Public & Staff)

Standards: Odor-free, stocked, visibly clean, dry floors, no soil on high-touch surfaces.

Task	Day	Evening	Periodic
Spot clean & disinfect high-touch points (faucets, flush levers, door handles, dispensers)	Service provider to propose best in class practices		
Restock (toilet tissue, towels, soap, liners)			
Empty trash/liners; remove overflow			
Clean/sanitize fixtures (toilets, urinals, sinks, counters, baby changing stations)			
Floors: spot mop/dry			
Mirrors/partitions/doors spot clean			

Task	Day	Evening	Periodic
Odor control			

4.2 Public Indoor Floors & Lobbies

Task	Day Porter	Evening	Periodic
Spot sweep/vacuum; litter patrol	Service provider to propose best in class practices		
Damp mop hard floors (non-slip)			
Carpet vacuum			
Entrance mats: shake/clean			
Glass & door touchpoints			

4.3 Outdoor Public Circulation (Non-landscaping)

Task	Day Porter	Evening	Periodic
Litter pickup, receptacles, recycling	Service provider to propose best in class practices		
Power sweeping (hardscape plazas)			
Pressure washing high-traffic zones (gum, spills)			
Benches/rails: wipe & disinfect			
signage			
Seasonal de-icing as directed(janitorial supports entries)			

Back-of-house kitchen cleaning is excluded

4.4 Event Support

- **Pre-event:** Setup check (restroom stocking nearby, floor presentation, windows/doors smudge-free). Event set-up support, tents, awnings, stages, etc...
- **During event:** On-call spill response, receptacle checks, restroom attendant(s) as specified.

- **Post-event:** Full reset (trash removal, recycling sort per Zoo policy, floor cleaning, touchpoint disinfect).
- **Turnover SLAs:** Standard turnover within **90 minutes** of event end unless otherwise specified.

4.5 Staff Offices & Support Spaces

Task	5x/week	Weekly	Monthly	Semi-Annual
Empty trash/recycling; replace liners	Service provider to propose best in class practices			
Vacuum carpets; sweep/dust-mop hard floors				
Damp mop hard floors				
Disinfect high-touch points (switches, handles)				
Desks: trash-only (no papers moved)				
Spot clean interior glass/partitions				
High dust (vents, tops, ledges)				
Carpet extraction				
Chair wipe-downs and baseboards				
Appliance exteriors (breakrooms)				
Microwave/fridge interiors (breakrooms)				

4.6 Waste, Recycling & Compost (Where Applicable)

- Maintain **waste, mixed recycling, and organics** streams per Zoo policy.
- Keep lids closed and stations clean; remove contaminants when practical.
- Stage full bags at designated docks; keep docks tidy and free of debris.

4.7 Windows & Glass

- **Daily:** Entry doors and lobby glass (fingerprints, smudges).
- **Monthly:** Interior eye-level glass and partitions.
- **Quarterly/Semi-Annual:** High glass (interior only if accessible without special rigging; any aerial work is an add-service with approved lift plan).

4.8 Specialty & Deep Cleaning (All Areas)

- Quarterly: baseboards, chair rails, corners/edges, stainless steel polish.
- Semi-Annual: carpet extraction (public and staff), mat extraction, high dusting (12–16 ft where safe).
- Annual: comprehensive hard-floor maintenance (scrub/recoat where applicable), full gum-removal pass.

5) Animal-Adjacent Protocols & Biosecurity

- Only service areas **approved by Zoo**; no entry to habitats, keeper-only zones, or vet/clinical areas.
- Use **zoo-approved disinfectants** near animal airspace or shared HVAC zones; avoid aerosols where prohibited.
- Prevent cross-contamination: color-coded cloths/mops; dedicated restroom kits; separate FOH/BOH cart setups.
- Secure all chemicals and tools; no unsecured spray bottles or scented aerosols in animal-adjacent corridors.
- Pest-prevention: prompt crumb/spill removal; lids closed; no standing water.

6) Chemicals, Equipment & Supplies

- **Green Cleaning:** Use third-party certified products (e.g., Green Seal/EcoLogo) where effective and zoo-approved.
 - **Disinfectants:** EPA-registered; align with Zoo infection-control guidance; adhere to dwell times.
 - **Floor Care:** Non-slip finishes; low-VOC products; floor signs during wet work.
 - **Equipment Provided by:** Vendor
 - **Safety Data Sheets (SDS):** Maintained onsite and digitally; updated versions accessible to Zoo. All materials require approval of Zoo staff prior to bringing on-site.
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7) Staffing & Training

- **Staffing Plan:**
 - Retain current zoo staff with wages and benefits equal to or greater than current value. Maintaining seniority at time of agreement execution
 - **Training:**
 - Orientation on zoo operations, guest service, radio etiquette
 - Biosecurity & infection control
 - Bloodborne pathogens, sharps awareness, and biohazard cleanup
 - Slip/fall prevention; safe chemical handling; ladder safety
 - Waste segregation and recycling/compost standards
 - **Uniforms & Badges:** Vendor provides zoo approved uniforms, name badges; PPE appropriate to tasks.
 - **Background Checks:** Required per Zoo policy.
 - **Employee and Union Relations:** Vendor managed
 - **Zoo approval** required for management and supervisor hires
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8) Quality Assurance (QA) & KPIs

8.1 Inspections & Reporting

- Daily supervisor walkthroughs; weekly joint inspections with Zoo.
- Digital QA app with photo evidence, timestamps, and corrective actions.
- Incident/Spill Logs and restroom check sheets maintained and visible.

8.2 KPIs (Sample Targets) please update with your proposed best in class standards

- Restroom checks on schedule: **≥ 98%** compliance.
- On-call response to guest spills: **≤ 10 minutes** average.
- Post-event turnover completed within SLA: **≥ 95%**.
- Missed service tickets per month: **≤ 3** (or agreed threshold).
- Guest cleanliness complaints: downward trend, **≤ X per 10,000 visitors**.
- Recycling contamination rate: **≤ 10%** by volume (or Zoo target).
- Safety: **0 recordable incidents**; 100% staff completion of safety trainings.

Remedies: Repeated KPI misses trigger corrective action plans; chronic misses allow service credits as agreed.

9) Health, Safety & Compliance

- Comply with OSHA, EPA regulations, and Zoo safety policies.
 - Maintain Job Safety Analysis for floor care, chemical handling, ladder work.
 - Use wet-floor signage and manage pedestrian detours during wet work.
 - Lockable janitor closets; chemicals in secondary containment; accurate labels.
 - Report hazards (e.g., loose tiles, leaks) immediately to Zoo Facilities.
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10) Security & Access

- Follow established Zoo safety security protocols
 - Staff sign-in/out; adhere to badging and radio protocols.
 - No propping of secure doors
 - Lost & found procedure (turn items in per Zoo policy).
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11) Consumables & Inventory

- Vendor managed inventory.
 - **Consumables:** toilet tissue, paper towels, soap, seat covers, can liners, odor control.
 - **Ownership:** Vendor.
 - **Par Levels:** Maintain **30-day onsite** supply; reorder at 50% of par.
 - **Sustainability:** Prefer recycled-content paper and bulk soap; avoid single-use aerosols.
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12) Communication & Governance (provide recommendation)

- **Single Point of Contact (SPOC):** Vendor supervisor on-site during open hours.
 - **Daily Huddles:** 5–10 minutes with Zoo Facilities Manager.
 - **Weekly Summary:** KPIs, incidents, consumable status, open corrective actions.
 - **Monthly Review:** Trend analysis, staffing, seasonal plan, improvement actions.
 - **Event Scheduling:** Shared calendar; 7-day lookahead; 24–48 hour updates.
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13) Seasonal & Weather Adjustments

- **Winter:** Matting strategy, salt/dirt containment, more frequent entry mopping; safer de-icer handling near drains and animal areas.
 - **Spring/Summer:** Increased porter counts; outdoor seating and rail disinfection; more frequent receptacle pulls.
 - **Rain Days:** Deploy squeegee vacs; place additional mats and signage; increase touchpoint cycles.
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14) Equipment Maintenance & Storage

- Maintain equipment per manufacturer specs; keep logs onsite.
 - Charge stations organized; no cord hazards.
 - Store only in designated janitor closets; keep floors dry and clear.
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15) Exclusions & Add-Services (Examples)

- Pest control services, landscaping, , , hazardous waste disposal beyond biohazard kits, restoration work from floods/storms, , animal habitat cleaning.
 - Add-services require Zoo work order with estimate and approval.
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16) Acceptance Criteria (Spot-Check Checklist)

- **Restrooms:** Stocked, no odors, floors dry, fixtures clean, high-touch disinfected, partitions free of soil.
- **Floors:** No visible debris; edges/corners clean; safe and dry within reasonable time after mopping.
- **Glass/Doors:** Smudge-free at entries and lobbies.
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- **Outdoor Paths:** Litter-free, receptacles not overflowing, gum hotspots addressed per schedule.
- **Offices:** Bins emptied, floors vacuumed/mopped, touchpoints disinfected, surfaces free of obvious smudges.
- **Safety:** Signage placed during wet work; closets orderly; SDS accessible.
- **Sustainability:** Correct waste sorting and clean stations.

17) Deliverables

- Staffing roster & schedule by zone (day and evening), updated monthly.
- SOP playbook (restrooms, floors, glass, event turns, spill response, biohazard, biosecurity).
- Training matrix and completion certificates.
- QA inspection reports and KPI dashboard (monthly).
- Consumables inventory report (monthly).
- Incident/near-miss log (monthly).

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- **Assumptions** Zoo provides parking access, radios, and maps. Vendor provides all chemicals, equipment, labor, and PPE unless otherwise stated.
 - Any access to animal-adjacent areas requires prior written approval and special training.
 - Service frequencies may flex up/down during peak days and weather events with Zoo approval.
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Example Terms and Conditions for Janitorial Agreement

Lincoln Park Zoological Society

VENDOR AGREEMENT

This agreement (the “**Vendor Agreement**”), is made and entered into as of [Date] (the “**Effective Date**”), by and between The Lincoln Park Zoological Society, an Illinois not-for-profit corporation (hereinafter referred to as “**LPZ**”) and [Name of Vendor], [a/an] [individual resident of [State of Residence] / [Jurisdiction of Incorporation or Formation] [Entity Type]] (hereinafter referred to as “**Vendor**”). LPZ and Vendor referred to herein, collectively, as the “**Parties**” and, individually, as a “**Party**”. In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

“**Property**” means any buildings, grounds, areas (including parking lots), structures, rooms, patios, ponds, huts, pavilions, exhibits, paths, walkways, assets, equipment, vehicles, carts, and other similar assets that LPZ manages, including, but not limited to, the same relating to The Lincoln Park Zoo, Nature Boardwalk, and Farm-in-the-Zoo and LPZ’s Power House and Utility Distribution System. A map outlining the Property is set forth in Exhibit D – Property Map; provided, such map is not an exclusive overview of the Property, and the Property is subject to change at any time.

“**Project**” means [Insert event description and/or name(s) here]

“**Subcontractor**” means any person or entity that enters into a contract, purchase order, or other agreement with a Party or any of its affiliates, for the performance of all or part of the Contract Duties or the provision of services, materials, or equipment for use in the Contract Duties. The term “Subcontractor” includes, but is not limited to, subcontractors, suppliers, materialmen, consultants, or other persons or entities engaged in the performance of the Contract Duties, whether or not such persons or entities have entered into a contract, purchase order, or other agreement directly with a Party or its affiliates.

2. Term. This Vendor Agreement shall remain in effect from the Effective Date until the end of the Project Dates, as set forth in Exhibit A – Terms of Agreement, unless earlier terminated in accordance with the terms hereof.

3. Contract Duties.

a. Vendor shall timely and fully perform all contract duties set forth in, and accordance with the terms of, Exhibit A – Terms of Agreement (the “**Contract Duties**”). Vendor agrees to

perform the Contract Duties in a good and workmanlike manner and in accordance with industry standards established by those engaged in a business similar to that of Vendor in performance of the Contract Duties. Vendor warrants to LPZ that all work shall be performed in a safe manner, and that all equipment furnished shall conform to all requirements and specifications required and shall be free from defects of any kind in materials and workmanship. Vendor represents and warrants that it has sufficient technical and human resources to perform all of its obligations under this Vendor Agreement.

b. Vendor shall ensure that all of its Subcontractors, affiliates, agents, and employees comply with the terms, conditions, and obligations set forth in this Vendor Agreement. Vendor shall be fully responsible and liable for the acts, omissions, and performance of its Subcontractors, affiliates, agents, and employees in connection with the performance of this Vendor Agreement.

c. Vendor shall be responsible for furnishing all supervision, labor, tools, and equipment necessary to perform the Contract Duties and for paying for all uniforms, labor, insurance premiums of any kind or description, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Vendor, and all other non-supply and equipment expenses whatsoever incurred in the performance of the Contract Duties.

d. Vendor shall keep the Property free from accumulation of waste materials or rubbish caused by Vendor's operations. Vendor will pay employees working on-site the Illinois Prevailing Wage (820 ILCS 130/0.01) for their respective trade and shall, upon request from LPZ, provide certified payroll records.

4. Additional Contract Duties. It is understood that, from time to time during the Term, LPZ may request Vendor to perform services or provide materials that are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties. Vendor hereby agrees to perform such additional work so long as prior to the performance of such additional work, LPZ's management team authorizes in writing an amendment to the scope of such additional work (the "**Additional Work**") and compensation payable to Vendor for the full performance of said Additional Work, in each case in accordance with the terms of Section 28(g). In the event Vendor shall fail to secure such written authorization relating to such Additional Work, any such Additional Work thereafter performed shall not be deemed a part of the Contract Duties and Vendor shall not be entitled to any additional compensation therefore. Any exceptions or modifications to this provision are set forth in Exhibit A – Terms of Agreement.

5. Fees. Compensation for the Contract Duties and certain other fees owed by either Party (if any), including the schedule of payment(s), amounts of payment(s), and payment penalties are set forth in Exhibit A – Terms of Agreement. Except as set forth in Section 25, LPZ shall compensate Vendor and/or Vendor shall compensate LPZ, as applicable, for Contract Duties in accordance with Exhibit A – Terms of Agreement. No other payment or compensation is suggested, implied, or promised.

6. Insurance Requirements. At all times during the Term, or for such longer time as specified in Exhibit B – Insurance Requirements, Vendor shall maintain, at its sole cost and expense, the

insurance set forth in Exhibit B - Insurance Requirements, attached hereto and incorporated by reference herein. LPZ shall have the right to inspect and review the policies in their entirety and shall be provided with copies upon request. LPZ retains the right to amend the insurance requirements at any time.

7. License and Permit Compliance. Vendor shall obtain, at its own cost, all applicable permits and governmental fees, licenses, professional licenses, certificates, authorizations, and inspections necessary and incidental to the performance of the Contract Duties. Vendor shall consult with LPZ before requesting any permit for work taking place at the Property.

8. Compliance with Laws. In performing the Contract Duties, and at all times while on the Property, Vendor shall comply with all applicable laws, rules, regulations, and ordinances (whether federal, state, city, local, district, OSHA, USDA, environmental, etc.) ("**Applicable Laws**") in the performance of the Contract Duties. Vendor shall not take, and is not authorized to take, any action in the name of or on behalf of LPZ that would violate any Applicable Law. If Vendor performs any Contract Duties contrary to Applicable Law, any additional costs resulting therefrom, including the costs of correcting said Contract Duties to comply with such Applicable Law and the cost of indemnifying LPZ with respect to such violations by Vendor (in accordance with Section 9), may be offset by LPZ against amounts owing to the Vendor in connection with this Vendor Agreement or otherwise, except to the extent Vendor corrects such Contract Duties and/or indemnifies and reimburses LPZ in accordance with Section 9.

9. Indemnification.

a. To the fullest extent permitted by Applicable Law, Vendor shall defend, indemnify and hold harmless LPZ, Lincoln Park Zoological Society, the Chicago Park District, the Chicago Public Building Commission, Levy Premium Foodservice Limited Partnership, Compass Group, USA Inc., Levy-Compass Holdings, Event Network, S.L. and its and their respective directors, officers, trustees, employees, agents, shareholders, partners, members, joint ventures, affiliates, successors and assigns (collectively, the "**LPZ Indemnitees**") from and against liabilities, obligations, claims, demands, causes of action, losses, costs, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, attorneys' fees and related costs, in any way arising out of, related to, or resulting from (i) Vendor's, or any of its Subcontractors', negligence, fraud, or willful misconduct; (ii) Vendor's, or any of its Subcontractors', violation of any Applicable Law; (iii) a material breach of this Vendor Agreement by Vendor; (iv) Vendor's breach of Section 14 (IRCA Compliance); Vendor's breach of Section 15 (Harassment); (v) any allegation that the Contract Duties, or any deliverables provided to LPZ pursuant to this Vendor Agreement, infringe any third-party right of any kind, including without limitation, any intellectual property right, (vi) any determination (whether judicially or administratively) that some relationship, other than that of independent contractor, exists between LPZ and Vendor, (vii) hiring, employment, termination, discipline, evaluation and resolution of complaints and grievances of Vendor's employees, (viii) death or personal injury; or (viii) damage or loss to any property at the site or the Property.

b. Except as may be otherwise required by Applicable Law or any governmental

authority, LPZ's right to indemnification under Section 9 shall not be impaired or diminished by any omission, conduct, misconduct, negligence or default of LPZ or any other LPZ Indemnitee who contributed, or may be alleged to have contributed, thereto.

c. Upon LPZ's request and at the sole expense of Vendor, Vendor shall promptly remedy all damage or loss to any property at the site or at the Property to the extent that such damage or loss is caused directly or indirectly, in whole or in part, by Vendor, any of its Subcontractors or anyone directly or indirectly performing the Contract Duties.

10. Damage Limitation. IN NO EVENT SHALL LPZ BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOST OPPORTUNITY DAMAGES OR LOST PROFITS, INCURRED BY VENDOR AND/OR ITS AFFILIATES, SUBCONTRACTORS, AGENTS OR EMPLOYEES IN CONNECTION WITH THIS VENDOR AGREEMENT. THE TOTAL AGGREGATE LIABILITY OF LPZ ARISING FROM OR RELATED TO THIS VENDOR AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE BY LPZ FOR THE APPLICABLE CONTRACT DUTIES DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM FIRST AROSE.

11. Notices. Any information or notices required to be given under this Vendor Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery, including by email, with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be sent to the addresses set forth below; *provided*, either Party may change its notice address by notice to the other Party in accordance with this Section 11.

If to the Vendor:

Company: *[Insert Company Name]*
Contact: *[Insert Contact Name]*
Address: *[Insert Address Line 1]*
City, State, Zip: *[Insert Address Line 2]*
EIN#: *[Insert EIN]*
Phone: *[Insert Phone Number]*
Email: *[Insert Email]*

If to LPZ:

Company:	Lincoln Park Zoological Society
Contact:	<i>[Insert Contact Name]</i>
Address:	2001 North Clark Street
City, State, Zip:	Chicago, IL 60614
Email:	<i>[Insert Email]</i>

12. Non-Exclusive Relationship. This Vendor Agreement does not imply or suggest Vendor is an exclusive vendor for LPZ and Vendor is not considered to be part of an on-going approved vendor list. Vendor acknowledges and agrees that LPZ may utilize any person, vendor, contractor, or member of its in-house staff to perform any work whether said work is within the Contract Duties or Exhibit A – Terms of Agreement or not. This Vendor Agreement specifically relates to the Contract Duties for the Project and does not imply any future work or relationship exists between LPZ and Vendor. This also does not imply LPZ endorses Vendor.

13. Rules and Regulations Compliance / Personnel Management. Vendor shall, at all times, comply with LPZ's Rules and Regulations set forth in Exhibit C – Rules and Regulations, which is incorporated by reference herein. Vendor shall also abide by any other rules or regulations reasonably imposed by LPZ in connection with the safe and efficient operation of LPZ, the Project, and/or the Contract Duties.

14. IRCA Compliance. Vendor shall perform the following background checks on all Vendor employees performing work under this Vendor Agreement: (a) validation of name, date of birth and social security number; (b) five year county criminal check; and (c) five year sex offender registry check. Vendor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Vendor assigned to the Property will have had their identity and eligibility for work within the United States properly verified. Within three (3) days of receipt of a written request from LPZ, Vendor shall provide copies of the I-9 form or such other documentation as may be appropriate to satisfy LPZ as to Vendor's compliance with IRCA.

15. Harassment. LPZ is committed to an open and positive environment and must be free from harassment of any kind. Vendor shall not engage in, make, instigate, encourage, or perform any actions, words, jokes, comments or any other forms of harassment based on sex, race, ethnicity, age, religion, color, national origin, ancestry, marital status, sexual orientation, veteran status, disability or any other legally protected characteristic against any LPZ employee, visitor, volunteer, guest, partner, or client or any other person.

16. Discrimination. Vendor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Vendor Agreement on account of sex, disability, marital status, age, race, religion, color, creed, sexual orientation, national origin or ancestry nor shall Vendor or any person claiming under or through Vendor, establish or permit any such practice or practices of discrimination or segregation in connection with the performance of the Contract Duties and Vendor's other obligations under this Vendor Agreement.

17. Compliance with Safety Regulations. Vendor shall plan for, and ensure, that all personnel performing any Contract Duties or Additional Work comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFS 1926) as such federal regulations are applicable to the specific tasks constituting the Contract Duties and Additional Work (if any). The responsibility for the implementation and enforcement of health and safety requirements lies with Vendor, and its safety support staff. Vendor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards.

Vendor shall take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. all personnel on the work site;
- b. all materials or equipment to be provided, incorporated in, or utilized in connection with, the Contract Duties, whether on or off the work site;
- c. other property located at the site of the Contract Duties or at the Property; and
- d. the Property.

18. Compliance with ADA. All new or renovated structures shall meet the latest standards found in the Americans with Disabilities Act (ADA) of 1990 and the Illinois Accessibility Code of 1997.

19. Hazardous Materials. The use of asbestos, lead, and other potentially hazardous materials is strictly prohibited. No storage of flammable substances will be allowed at the Property unless specifically approved in writing by LPZ and stored in accordance with Applicable Law.

20. No Liens. Vendor shall neither suffer, cause nor permit the attachment of any liens upon the Property or LPZ as a direct result of Vendor's performance of Contract Duties. Vendor is responsible for ensuring all Subcontractors used by Vendor agree to never attach any lien upon the Property or LPZ as a result of this Vendor Agreement or any other work taking place at LPZ and obtaining appropriate lien waivers from its Subcontractors.

21. Maintenance / Construction. Vendor acknowledges that LPZ, from time to time, undergoes planned and unplanned maintenance and/or renovation projects which can impact the Project and the Contract Duties. LPZ will make an effort to lessen the impact of other projects on the Project and, when deemed necessary by LPZ, LPZ will place barricades around the affected areas. Vendor acknowledges that LPZ does not guarantee the appearance of LPZ grounds immediately surrounding any project taking place and that Vendor and its Subcontractors may need to access LPZ grounds through alternative routes depending on the stage / size of maintenance / construction project. Vendor shall, and shall cause its Subcontractors to, comply with any instructions or directions given by LPZ, including by signage on the Property, with respect to accessing LPZ grounds.

22. Confidentiality.¹ Vendor acknowledges that it may receive or gain access to non-public, confidential, or proprietary information relating to LPZ and its operations, including, but not limited to, drawings, specifications, studies, pricing, financials, analyses, opinions, recommendations, reports, or other information and material of any nature which, under the circumstances, appear to a reasonable person to be confidential or proprietary, and copies thereof ("**Confidential Information**"). Vendor shall treat Confidential Information as strictly confidential and shall not disclose Confidential Information, in whole or in part, to any other person without prior written approval of LPZ. Vendor shall use Confidential Information only in connection with the Project and/or performance of the Contract Duties. Notwithstanding the

foregoing, Vendor may disclose Confidential Information to (x) its Subcontractors approved in accordance with this Vendor Agreement, (y) its affiliates, and (z) its and its affiliates' respective directors, officers, and employees that, in each case, (a) are reasonably required to access such information in connection with the Project and/or Contract Duties and need to know such information to perform their Contract Duties and (b) are bound by obligations of confidentiality and non-use with respect to such information on terms no less restrictive than this Vendor Agreement. Vendor shall inform any such persons with access to Confidential Information of the obligations set forth in this Section 22 with respect to Confidential Information. Vendor shall be fully responsible and liable for any and all breaches of the obligations set forth in this Section 22 by any such persons. Without limiting the foregoing, no articles, papers, treatises, or similar works related to or in any way associated with the Contract Duties performed pursuant to this Vendor Agreement shall be submitted for publication without LPZ's prior written consent. Upon the completion of the Contract Duties, or request by LPZ at any time, Vendor shall destroy or return to LPZ all Confidential Information, including any copies thereof.

23. Ownership of Logos, Trademarks, Taglines, Content, Titles. Unless otherwise stated in Exhibit A – Terms of Agreement, Vendor agrees that all materials, whether tangible, digital or other form, created, authored or otherwise produced by Vendor, its employees, agents or Subcontractors, in connection with the provision of the Contract Duties pursuant to this Vendor Agreement or other request from LPZ, including, without limitation, all logos, trademarks, taglines, content, titles, and copy written materials, whether or not subject to patent or copyright protection, which are first conceived or made or first actually or constructively reduced to practice during the Term, are considered “works made for hire” as defined in the Copyright Act of 1976, 17 U.S.C. §1, and that any such work is by virtue of this Vendor Agreement assigned to LPZ and shall be the sole property of LPZ for all purposes, including, without limitation, all copyrights, trademarks, trade secrets, patents, and all other intellectual property and proprietary rights related thereto, whether existing now or in the future. In the event that any work, material, or deliverable created by Vendor does not qualify as a work made for hire (as defined herein), Vendor hereby irrevocably assigns and agrees to assign, without additional consideration, all right, title and interest in and to all such works, whether currently existing or created or developed later, including, without limitation, all copyrights, trademarks, trade secrets, patents, and all other intellectual property and proprietary rights related thereto. Vendor shall, upon the reasonable request of LPZ, execute any and all documents prepared by LPZ and to do all other lawful acts reasonably requested by LPZ as may be required to establish, document, and protect such rights.

24. Force Majeure

a. Any delay or failure by either Party in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the reasonable control of such Party including, but not limited to, acts of God or the public enemy, expropriation or confiscation of facilities by governmental or military authorities, changes in Applicable Law, war, rebellion, sabotage, riots, fires, floods, acts of the public enemy, unusually severe weather, and explosions (a “**Force Majeure Event**”) and (ii) such Party is unable to prevent such delay or failure through the exercise of reasonable diligence.

b. Notwithstanding any other provision of Section 24, even if the performance of Vendor or its Subcontractor of the Contract Duties or the delivery of equipment or materials by its Subcontractor is delayed by a Force Majeure Event, Vendor hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials. To the extent that Vendor fails to secure available alternate sources of services, equipment or materials within a reasonable amount of time, as determined by LPZ, LPZ is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Vendor under this Vendor Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Vendor Agreement. Vendor shall not be paid any additional compensation by LPZ due to a Force Majeure Event.

c. In order to be entitled to an excuse for any delay or failure to perform under this Vendor Agreement pursuant to Section 24(a), the Party claiming such excuse shall promptly give written notice to the other Party of any event or occurrence which it believes to be a Force Majeure Event.

d. In the event Vendor or any of its Subcontractors is affected by a Force Majeure Event, and the period of Vendor's or its Subcontractor' delay or nonperformance extends for more than thirty (30) days, LPZ may terminate this Vendor Agreement upon written notice to Vendor. In the event of termination pursuant to this Section 24(d), Vendor shall be entitled to payment (without duplication) for all completed and acceptable Contract Duties performed in accordance with this Vendor Agreement prior to the effective date of termination. For the avoidance of doubt, Vendor shall not be entitled to any compensation with respect to Contract Duties or other work performed after the effective date of such termination.

25. Vendor Default; Termination.

a. Termination for Cause; Right to Cure. If Vendor materially fails to perform the Contract Duties in accordance with this Vendor Agreement or materially breaches any provision of this Vendor Agreement, and, in each case, fails to cure the same within fifteen (15) days after receiving written notice from LPZ of such failure or breach, LPZ may, with advance written notice to Vendor (a) terminate this Vendor Agreement (in whole or in part) and/or (b) perform, or cause to be performed, such Contract Duties or cure, or caused to be cured, such breach. If LPZ performs the Contract Duties or cures the breach pursuant to the preceding clause (b), Vendor shall reimburse LPZ for all costs associated with the same.

b. Termination for Convenience. LPZ may terminate this Vendor Agreement at any time, with or without cause, by giving Vendor thirty (30) days' advance notice, which notice shall specify the effective date of the termination. In the event of termination pursuant to this Section 25(b), Vendor shall be entitled to payment (without duplication) for all completed and acceptable Contract Duties performed in accordance with this Vendor Agreement prior to the effective date of termination. For the avoidance of doubt, Vendor shall not be entitled to any

compensation with respect to Contract Duties or other work performed after the effective date of such termination.

- c. Termination in Case of Emergency. LPZ has the right to determine when there is a serious threat to the welfare of any animal at the Property. In such case, LPZ may, upon written notice to Vendor, suspend performance of any Contract Duties to the extent reasonably necessary to protect the welfare of any such animal. Any such suspension will last for so long as such threat continues. Suspension of the Contract Duties will not entitle Vendor to any additional compensation. Vendor will not perform any suspended Contract Duties until authorized in writing by LPZ. If LPZ determines that the threat to the animal's welfare cannot reasonably be resolved within thirty (30) days, it may terminate this Vendor Agreement immediately upon written notice to Vendor.

26. Due Authorization. The individual executing this Vendor Agreement on behalf of Vendor personally certifies and warrants that he or she is duly authorized to sign this Vendor agreement on behalf of Vendor and, by his or her execution hereof, this Vendor Agreement shall be legally binding on and enforceable against Vendor.

27. Estoppel Certificate. Vendor shall provide to LPZ, within ten (10) business days after receipt of written request therefore by LPZ, a written statement certifying that this Vendor Agreement is in full force and effect, that LPZ and Vendor are current in their respective obligations hereunder, and that LPZ is not in default under any provision of this Vendor Agreement.

28. General Provisions

- a. Relationship of Parties. Vendor is retained by LPZ only for the purpose and to the extent set forth herein and Vendor's relationship with LPZ shall, during the entire term of this Vendor Agreement, be that of an independent contractor so that neither Vendor, nor any employee, agent, servant, officer, director or shareholder of Vendor, shall be deemed an agent, servant or employee of LPZ.

- b. Governing Law; Arbitration. This Vendor Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of laws principles thereof. The Parties agree that any and all claims or disputes arising out of or relating to this Vendor Agreement shall be determined by binding arbitration in Chicago, Illinois. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. Each Party irrevocably submits to the jurisdiction of JAMS in any such claims or disputes. Any award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. The arbitration and the result thereof, including any settlement or award, shall remain confidential. Notwithstanding the foregoing, nothing in this Section 28(b) shall

prevent either Party from seeking equitable relief from a court of competent jurisdiction.²

c. Assignment and Delegation. Vendor shall be prohibited from assigning this Vendor Agreement or delegating or subcontracting any of the Contract Duties (or any right, obligation or performance of Vendor hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Vendor Agreement or any delegation or subcontracting of any Contract Duties or Additional Work without LPZ's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, shall be void and of no force and effect. LPZ may assign this Vendor Agreement, at any time, in its sole and absolute discretion, to LPZ's nominee by giving Vendor written notice of same, which notice shall specify the assignee and effective date of assignment.

d. No Waiver. Failure of either Party at any time to require performance by the other Party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter nor shall the waiver by either Party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

e. Severability. If any provision hereof is deemed to be invalid or unenforceable under Applicable Law, this Vendor Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative; provided, however, the remaining provisions of this Vendor Agreement shall be valid and binding.

f. Entire Agreement. This Vendor Agreement, together with its Exhibits and any Change Orders, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. The Parties agree that the terms and conditions of any invoice or purchase order relating to the Contract Duties shall not have any effect on the obligations of the Parties hereunder or otherwise modify this Vendor Agreement and all such invoices and purchase orders shall be subject to the terms of this Vendor Agreement.

g. Amendment. Unless otherwise expressly provided herein, no changes, alterations or modifications to this Vendor Agreement shall be effective unless in writing and signed by the Parties or their duly authorized agents. The Parties may enter into amendments, including pursuant to Section 4, in substantially the form set forth in Exhibit E – Form of Amendment,

h. Survival. The following Sections shall survive the termination or expiration of this Vendor Agreement: Section 1 (Definitions); Section 6 (Insurance Requirements); Section 8 (Compliance with Laws); Section 9 (Indemnification); Section 10 (Damage Limitation); Section 11 (Notices); Section 13 (Rules and Regulations Compliance / Personnel Management); Section 15 (Harassment); Section 16 (Discrimination); Section 17 (Compliance with Safety Regulations); Section 18 (Compliance with ADA); Section 19 (Hazardous Materials); Section 20 (No Liens);

Section 22 (Confidentiality); Section 23 (Ownership of Logos, Trademarks, Taglines, Content, Titles); Section 25 (Vendor Default; Termination); and Section 28 (General Provisions).

i. Counterparts; Electronic Signatures. This Vendor Agreement may be executed in any number of counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the Parties notwithstanding the fact that the Parties are not signatory to the same original or the same counterpart. This Vendor Agreement may be executed by the manual or electronic signature of a Party. Each Party agrees that the electronic signatures of the Parties included in this Vendor Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures to the extent and as provided for under Applicable Law.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Parties have caused this Vendor Agreement to be executed by their duly authorized representatives as of the date first set forth above.

The Lincoln Park Zoological Society

(Signature)

(Printed Name)

(Title)

[Insert Vendor's Legal Name]

(Signature)

(Printed Name)

(Title)



EXHIBIT A – TERMS OF AGREEMENT

1. Contract Duties

SOW

2. Dates & Times of Project

“**Project Dates**” means *[Insert date(s) of project or event]*

[Insert additional details regarding timing of project or event here]

3. Terms of Payment

[Insert payment terms, including payment schedule if applicable, here]

4. Miscellaneous

[(Optional) Insert agreed upon details and other information here]



EXHIBIT B – INSURANCE REQUIREMENTS

1. Vendor shall procure and maintain at its own cost insurance as described below satisfactory to LPZ for the duration of the Project(s), or for such longer period of time as specified herein. Vendor will ensure its insurance policies covers any bodily injury or property damage caused by any insured, its agents, representatives and guest while at the Property. Vendor agrees to pay for any (i) bodily injury caused to any person by Vendor, its agents, representatives, and guests and (ii) damages caused to Property by Vendor, its agents, representatives and guests. Vendor agrees to waive any and all rights against LPZ for such bodily injury and damages to Property except to the extent a loss underlying the claim arises solely from LPZ's negligence or willful misconduct. This waiver of rights by Vendor includes waiver of any rights of Vendor or Vendor's insurers to subrogate against LPZ or against any insurance policies insuring LPZ, and including any insurance policies under which LPZ or any of the entities listed in Section 2 below are required to be added as additional insureds. The above waiver of rights and subrogation extend as well to any of Vendor's Subcontractors and such Subcontractor's insurers.
2. Vendors working at and making deliveries to the site must submit to LPZ, before the start of Contract Duties, an original current certificate of insurance (and a copy of the complete insurance policy if requested by LPZ) listing (i) coverage for the specific Project(s), and (ii) for Commercial General liability and Auto Liability insurance policies listing the following entities as additional insureds:
 - a. Lincoln Park Zoological Society
 - b. Chicago Park District
 - c. Chicago Public Building Commission
 - d. Levy Premium Foodservice Limited Partnership
 - e. Compass Group, USA Inc.
 - f. Levy-Compass Holdings
 - g. Event Network, S.L.
3. Vendor shall procure and maintain insurance certificates (and provide copies of the complete insurance policies if requested by LPZ) meeting all of LPZ's requirements, including subrogation waivers and listing LPZ as an additional insured, from its Subcontractors. Vendor is responsible for coordination of all insurance certificates and policies for all its Subcontractors.
4. Products and Completed Operations Insurance shall be maintained, as part of a Commercial General Liability insurance policy, for a minimum of three years after final payment and the Vendor shall continue to provide evidence of such coverage (and provide a copy of the complete insurance policy if requested by LPZ) to the LPZ on an annual basis during the aforementioned period.

5. Vendor shall provide written notice to the LPZ if any of its required insurance policies are suspended, voided, canceled, non-renewed, or reduced in coverage or in limits by certified mail, return receipt requested. The insurance policies shall be endorsed so that coverage under the policies shall not be cancelled or not renewed unless at least 30 days prior written notice has been given to LPZ.
6. All insurance policies obtained pursuant to the Vendor Agreement shall be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of claims paying ability of no less than A: VII.
7. All insurance must be provided on a primary basis as to Vendor's express obligations under Section 6 (Insurance Requirements) and this Exhibit B – Insurance Requirements and non-contributory basis and include the following limits of coverage:
 - a. Worker's Compensation for Vendor and each of its Subcontractors in Statutory Amounts for the State of Illinois.
 - b. Vendor and each of its Subcontractors must maintain Employer's Liability Insurance in the amount of at least \$500,000 per accident and per disease.
 - c. Commercial General Liability issued on a per occurrence policy form in the amount of at least \$5 million in the aggregate and at least \$5 million per occurrence for Vendor and at least \$2 million in the aggregate and at least \$1 million per occurrence for each of its Subcontractors (Combined Single Limit for Bodily Injury and Property Damage).
 - d. Auto Liability in the Amount of at least \$1 million for Vendor and each of its Subcontractors (Combined Single Limit for Owned, Non-Owned, and Hired Vehicles).
 - e. To the extent Vendor and/or each of its Subcontractors obtains Commercial General Liability or Auto Liability limits greater than the minimum limits listed above, LPZ and the additional entities listed in Section 2 above shall be listed as an additional insured for the full amount of limits obtained.
 - f. The above insurance policies shall not be subject to any deductible or self-insured retentions, unless approved in writing by LPZ. Vendor and each of its Subcontractors shall be responsible for any deductible or self-insured retention due under any insurance it provides. The coverage afforded to the additional insureds shall not be conditioned on the payment of any deductible or self-insured retention.
8. General Aggregate Limits for Commercial General Liability, Auto Liability and Employer's Liability Insurance may be satisfied by a Party with any combination of primary and excess or umbrella liability policies totaling the amount of the required insurance.
9. At LPZ's request and additional expense, the Vendor may be requested to secure Commercial Property Insurance on a builder's risk "all risk" or equivalent policy form.
10. All Commercial Property Insurance should state the following limits of coverage:
 - a. Builder's Risk or "all risk" equal to the completed value of the Project.
 - b. Loss of Use insurance in an amount to be specified by LPZ.

11. The insurance requirements set forth herein may be revised only in accordance with the terms of the Vendor Agreement.



EXHIBIT C – RULES AND REGULATIONS

These Rules and Regulations have been developed to provide additional information to service contractors, vendors, patrons, partners, etc. about the rules and regulations involved when working with LPZ. LPZ is committed to providing a quiet, clean, and safe environment for its animals, staff and the general public. Vendor is expected to understand and abide by all components within this document.

Vendor should be aware there are many things operating simultaneously at the Property including the general public visiting every day of the year, the residential neighborhood nearby being sensitive to activities within the Property, and our resident animals requiring special consideration. LPZ expects Vendor to exercise good judgment and courtesy at all times. LPZ reserves the right to halt or delay any work for any reason with little or no advanced notice.

1. **SDS Approval.** Vendor must submit SDS forms for all products to be used on the Property and must receive approval from LPZ prior to beginning use of said product.
2. **Photography.** Vendor agrees not to take any photos or videos behind the scenes in an area that is not accessible by the general public. Vendor agrees not to use any photographs or videos taken at LPZ for promotional purposes, without LPZ's prior written approval. Vendor agrees in perpetuity not to edit (crop, filter, animate, add stickers, or any other adjustment) photos of the zoo, whether the photo is provided by LPZ or taken by Vendor. Vendor agrees all photography will provide accurate context and images will align with contractual obligation to properly represent the zoo while under contract.
3. **Social Media Postings.** If Vendor wishes to post about LPZ and/or tag LPZ as a content partner, Vendor must obtain written approval in advance. LPZ retains the right to modify or reject the use of LPZ's name, logo, and/or brand marks and to revoke the right to use any photos or LPZ's name, logo, and/or brand marks at any time. LPZ retains the right to modify or reject the use of LPZ's name, logo, and/or brand marks. LPZ must not be affiliated with any content that shows animal in an anthropomorphic context (i.e. behaving as humans), shows animals in a context of entertainment (shows, rides etc.) or encourages the adoption of exotic animals as pets.
4. **Public Relations.** If Vendor wishes to talk publicly about or otherwise publicize their work for LPZ, Vendor must obtain written approval in advance. LPZ retains the right to modify or reject the use of LPZ's name, logo, and/or brand marks. Requests for quotes about Vendor's work at LPZ must go through LPZ PR department with at least six (6) business days' advance written notice, and shall not be permitted to use any quotes without express written consent.
5. **Mentioning LPZ on Marketing Materials.** If Vendor wishes to utilize LPZ on any marketing materials (including but not limited to website, brochures, signage, etc.) Vendor must obtain written approval in advance. LPZ retains the right to modify or reject the use of LPZ's name, logo, and/or brand marks. LPZ must not be included on or affiliated with any content that shows animals in an anthropomorphic context (i.e. behaving as humans), shows animals in a context of entertainment (shows, rides, etc), or encourages the adoption of exotic animals as pets.
6. **Site / Work Area Overview.** This section outlines specific Site and Work Area provisions relating to various topics.

- a. Location. Vendor agrees to abide by decisions made by LPZ regarding placement of tools, tents, stages, lighting, barricades, equipment, vehicles, booths, etc. during the Project and will abide by all changes, including those made at the last minute, as requested by LPZ.
 - b. Installation/ Removal. Vendor must provide a set-up and tear down schedule. This should include, but is not limited to, the following:
 - i. who is performing work;
 - ii. what type of work is specifically is being done;
 - iii. when work will be performed (set-up and take down); and
 - iv. where work will be performed.
7. Safety.
- a. Vendor is required to secure their workspace and maintain a safe working area. This includes, but is not limited to, ensuring any appropriate safety barricades, fencing, cones, flooring, tripping hazards, equipment, signage, etc. is maintained in a safe condition to prevent guests and staff from entering, tripping, being inconvenienced, or being injured in an area Vendor is performing Contract Duties.
 - b. Vendor is responsible for ensuring that any equipment or products Vendor is using or installing is safe and out of the way of pedestrians, carts, or other vehicular traffic. If LPZ provides Vendor with barricades, cones, fencing, or any other equipment, Vendor is solely responsible for ensuring it is in good working condition, is properly attached / secured to ensure safety, is appropriate for their Vendor's representatives to use, etc.
8. Security. Vendor is responsible for the security of their site / area and its contents during any event, renovation, maintenance work, construction, etc. LPZ must have access to the site / area at all times. If the site / area the Vendor is occupying has a key which is not part of the LPZ's key system, the Vendor will promptly provide necessary locks or interlocking padlocks and three (3) sets of keys to LPZ for such access. If temporary fencing is being used, it must be approved by the LPZ in advance for design and layout, including access.
9. Cleanliness. Vendor is responsible for general cleanliness and orderliness of the site. Unless specifically noted in Exhibit A – Terms of Agreement, Vendor is responsible for all rubbish and debris from the Property. Vendor must fully clean the Property (pertaining to Vendor's area and involvement) after use. Inadequate cleaning or leaving of rubbish / debris may result in a cleaning fee and / or early termination of this Vendor Agreement.
10. Tools and Equipment. To ensure all operations run smoothly, we require that Vendor supply its own materials, supplies, tools, ladders, lifts, and equipment required for its work. Should Vendor utilize any equipment, tools, vehicles, ladders, lifts or any other item provided for use by LPZ, Vendor is solely responsible for evaluating safety and quality of said item before, during, and after use. LPZ is in no way warranting the safety of said any equipment, tools, vehicles, ladders, lifts or any other items provided for use by LPZ and LPZ assumes no responsibility for said item or for Vendor's safety while utilizing said item.
11. Noise and Vibration Control. In addition to caring for the animal residents of LPZ, care must be taken to minimize impact on the human residents surrounding the Property. Noisy activities should be limited to the hours between 8:00 a.m. and 9:00 p.m. Vendor should make themselves aware of and shall comply with all other city ordinances.
12. Infrastructure. Prior to any underground work, including but not limited to, post driving, digging, paving removal, and utility work, the Vendor must first thoroughly review all record documents including the LPZ's

infrastructure master plans and consult with the LPZ. The Property is considered public property and it is the Vendor's responsibility to obtain and include in all estimates all locating services necessary. All underground work should be performed with care so as not to damage any existing utilities shown or not shown. All damage and resulting expenses resulting from negligent underground work will be corrected at the expense of the Vendor. No drilling is allowed into any concrete, flooring, pavement, pathways, walls, ceiling, doors, etc.

13. Landscape and Tree Protection. At no time are Vendor's vehicles or equipment to be driven, parked, or left on landscaped areas. If access to a landscaped area is needed, Vendor must receive permission from LPZ, prior to arrival. If permission is granted to access an area, Vendor is solely responsible for any damage done to Property. Vendor is responsible for providing tree and other landscape protection within Vendor's site/ area, regardless of specific directions on construction plans and specifications. Protection may be required, including but not be limited to fencing around designated trees at the drip line and around specific planting beds or lawns. Driving on lawn areas is prohibited unless LPZ staff is present and has identified required protection. All vehicles taller than 7' need LPZ approval to drive through the zoo to prevent damage to zoo trees.
14. Animal Exhibits. At no time are unauthorized personnel including Vendor allowed to cross railings, public barriers, closed doors, staff areas, etc. into the animal exhibits or near an animal exhibit. Once a public barrier is crossed, the safety of the Vendor, LPZ staff, and LPZ animals are compromised. It is completely prohibited for Vendor to "just hop the railing" to complete a quick task. If access is required for a specific task, Vendor must receive permission from LPZ animal care staff. Permission must be arranged for and granted in advance. If an unanticipated need to cross a public barrier arise while on grounds, Vendor must contact authorized LPZ animal care staff who will arrange for access if/ when possible. Vendor must ensure an authorized LPZ representatives is present for work completed beyond public railings or public barriers and/or in behind the scenes areas.
15. Vehicles and Parking. This section outlines specific Vehicles and Parking provisions relating to various topics.
 - a. Parking. Unless otherwise stated in an Exhibit A – Terms of Agreement, parking fees are charged on a daily basis to all Vendor vehicles. Parking fees can be found at the entrance to parking lot. Free parking can also be obtained by acquiring a Lincoln Park Zoological Society annual membership at a designated benefit level. There is no regular security patrol in the parking area along Cannon Drive and all parking is at the sole risk of the Vendor. Both metered and free automobile parking are also available on side streets surrounding the Property.
 - b. Truck Deliveries. Vendor should be aware of truck restrictions on Lake Shore Drive and Fullerton Parkway. Drivers should exit I-90/94 (Kennedy Expressway) at OHIO STREET (600 N.) and continue east approximately one mile to LASALLE STREET. Turn left on to LaSalle and continue north to CLARK STREET (1700 N). Turn left onto Clark, stay in right lane along the park and merge right onto LINCOLN PARK WEST (2000 N.). Take this four blocks north and turn right again onto FULLERTON PARKWAY (2400 N.). Take Fullerton two blocks east to CANNON DRIVE. Turn right on Cannon through parking gates to Service Drive on right. The driveway adjacent to the powerhouse provides access from Cannon Drive to the Property and is intended for deliveries and vehicle access only. Vendor may use this driveway for site access with prior permission from LPZ. Vehicle parking, material staging, etc. in this driveway is strictly prohibited. This is a FIRE ROUTE – access must be maintained at all times. No other vehicular access to the Property is permitted.
 - c. Vehicular Access to LPZ Grounds. LPZ limits Vendor's vehicles on the grounds as much as possible. If it is determined that a Vendor must enter zoo's gates with his/her vehicle, Vendor should be accompanied an LPZ escort whenever possible. LPZ escort will insure that Public Safety and other

departments are notified. No vehicles will be allowed on the grounds without an LPZ escort unless specifically authorized in advance. When operating Vendor's vehicle inside zoo gates, Vendor is expected to abide by the guidelines below:

- i. Driver must have with them an insurance card, driver's license and any other important documentation.
- ii. Speed limit on grounds is 5 MPH.
- iii. Vehicle must have headlights and flashers on. Horn honking must be kept to an absolute minimum.
- iv. Driver must proceed with caution and be alert for pedestrians (especially children, exhibit railings, barriers, trees and plantings)
- v. Vehicles must stay on paved paths. ***Due to weight restrictions, no vehicles are allowed on the path surrounding the Sundial Terrace at Park Place Café or the pavers at the east main gate entrance.***
- vi. Parking: If a vehicle must be parked inside zoo, vehicle should be parked in inconspicuous place out of the right of way of guests and never on grass or in landscaping.
- vii. Liability: Driver and Vendor he/she is representing is responsible for any damage caused to LPZ property. If a driver causes damage to LPZ property and it is not reported, LPZ maintains the right to charge twice (2X) the going rate for said repair to occur plus a penalty of \$2,000 for failure to report an accident.

16. Personnel Management. Vendor shall, at all times, enforce strict discipline and good order among its representatives and shall not employ any unfit person or anyone not skilled in performance required by the work.
17. Uniforms. Vendor shall at its own expense uniform all employees, servants and agents to the subjective satisfaction of LPZ; and to provide a competent and well trained on-site supervisor for performance of the Contract Duties at all times when said Contract Duties are being performed.
18. Identification. LPZ has the right to require Vendor to ensure every individual has a readily identifiable ID badge or insignia on their uniform which identifies them by name and their company.
19. Training. Vendor shall at its own expense maintain a continuing employee training program so as to insure maximum efficiency of performance of the Contract Duties and to insure the safety of all persons on the Property.
20. Safety. Vendor is solely responsible for the safety of its representatives while at the Property and for compliance with all applicable safety codes and ordinances.
21. Behavior. Vendor will ensure its representatives will interact courteously and respectfully with LPZ guests, LPZ staff, and all other personnel they may come in contact with during the completion of the Contract Duties. Personnel working at the Property on behalf of Vendor for LPZ are expected to follow basic common sense rules of conduct that will protect the interests and safety of the animal collection, visitors, employees, and the institution. Certain actions and forms of behavior are considered unacceptable. While it is not possible to list all forms of unacceptable behavior, the following are examples: theft, working under the influence of alcohol or illegal drugs, fighting or threatening violence, using vulgar or threatening language, taunting the animals, etc.
22. Loitering. Vendor may not allow staff or representatives from loitering in public areas of the Property that are not directly related to the Project. Vendor personnel are encouraged to patronize LPZ's food and retail outlets

as any guest or visitor would.

23. Complaints. Vendor agrees to take prompt action to resolve any complaints which LPZ may have regarding Vendor's performance. Vendor will provide an emergency contact number for any issues that may arise while contract is in place.
24. Selection. Vendor shall provide LPZ with full and current job descriptions and resumes upon request. LPZ reserves the right to interview and approve Vendor's on-site representatives. LPZ has the right to immediately require Vendor to remove from its workforce any employee deemed incompetent, careless, otherwise objectionable, or whose actions are deemed contrary to public interest or inconsistent with the best interest of LPZ.
25. Background Check. Vendor will conduct background checks on individuals working at LPZ. Background checks will cover both criminal and sexual offence convictions. Only individuals without such incidents shall be employed by vendor to work at LPZ. Vendor will discuss with LPZ any questions it may have on the background checks prior to any offer of employment.
26. Health. Vendor must require staff working at the Property in behind the scenes areas (to be determined by LPZ) be tested for tuberculosis prior to on-site employment and annually thereafter. If any Vendor representative tests positive, he/she must provide medical documentation that they are free of the disease or they must be permanently removed from employment at the Property. Vendors may participate in the regular TB testing program provided by LPZ to staff at no charge. Vendor must require staff working at the Property to be fully vaccinated on a current basis against Covid 19.
27. Smoking. Vendor understands the Property is a non-smoking facility. No smoking is permitted within the Property.



LINCOLN PARK ZOO.
FOR WILDLIFE. FOR ALL.

EXHIBIT D – PROPERTY MAP



Legend

- Accessible Restroom
- All-Gender Restroom
- Dining and Snacks
- First Aid
- ATM
- Pay-to-Park Kiosk
- Bus Stop Chicago Transit Authority
- Bike Rack