REQUEST FOR PROPOSAL ("RFP") FOR
RETAIL CONCESSION SERVICES FOR THE CHICAGO CULTURAL CENTER

Specification No. 109023

Required for use by:

CITY OF CHICAGO
(Department of Cultural Affairs and Special Events)

This RFP distributed by:

CITY OF CHICAGO
(Department of Cultural Affairs and Special Events)

All proposals and other communications must be submitted electronically to:

Erin Harkey, Commissioner
Attention: JT Schwimer, Contract Administrator
joshua.schwimer@cityofchicago.org

A Pre-Proposal Conference will be held on July 27, 2023 at 11:00 A.M. Central Standard Time, at the Chicago Cultural Center, 78 E Washington Street, Millennium Park Room (5th Floor), Chicago, IL 60601.

Attendance is Mandatory.

PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., CENTRAL STANDARD TIME, ON SEPTEMBER 1, 2023.

BRANDON JOHNSON
MAYOR

ERIN HARKEY
COMMISSIONER
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Tail</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>GENERAL INVITATION</td>
<td>1</td>
</tr>
<tr>
<td>1.1</td>
<td>Purpose of the Request for Proposal</td>
<td>1</td>
</tr>
<tr>
<td>II.</td>
<td>SCOPE OF SERVICES</td>
<td>2</td>
</tr>
<tr>
<td>2.1</td>
<td>Description of Services</td>
<td>2</td>
</tr>
<tr>
<td>2.2</td>
<td>Term of Contract</td>
<td>2</td>
</tr>
<tr>
<td>III.</td>
<td>GENERAL INFORMATION AND GUIDELINES</td>
<td>3</td>
</tr>
<tr>
<td>3.1</td>
<td>Communications between the City of Chicago and Respondents</td>
<td>3</td>
</tr>
<tr>
<td>3.2</td>
<td>Deadline and Procedures for Submitting Proposals</td>
<td>3</td>
</tr>
<tr>
<td>3.3</td>
<td>RFP Information Resources</td>
<td>4</td>
</tr>
<tr>
<td>3.4</td>
<td>Procurement Timetable</td>
<td>4</td>
</tr>
<tr>
<td>3.5</td>
<td>Confidentiality</td>
<td>5</td>
</tr>
<tr>
<td>IV.</td>
<td>PREPARING PROPOSALS: REQUIRED INFORMATION</td>
<td>5</td>
</tr>
<tr>
<td>4.1</td>
<td>Format of Proposals</td>
<td>5</td>
</tr>
<tr>
<td>4.2</td>
<td>Required Content of the Proposal</td>
<td>6</td>
</tr>
<tr>
<td>V.</td>
<td>EVALUATING PROPOSALS</td>
<td>13</td>
</tr>
<tr>
<td>5.1</td>
<td>Evaluating Proposals</td>
<td>13</td>
</tr>
<tr>
<td>5.2</td>
<td>Evaluation Criteria</td>
<td>14</td>
</tr>
<tr>
<td>VI.</td>
<td>SELECTION PROCESS</td>
<td>15</td>
</tr>
<tr>
<td>VII.</td>
<td>ADDITIONAL DETAILS OF THE RFP PROCESS</td>
<td>16</td>
</tr>
<tr>
<td>7.1</td>
<td>Addenda</td>
<td>16</td>
</tr>
<tr>
<td>7.2</td>
<td>City's Rights to Reject Proposals</td>
<td>17</td>
</tr>
<tr>
<td>7.3</td>
<td>No Liability for Costs</td>
<td>17</td>
</tr>
<tr>
<td>7.4</td>
<td>Prohibition of Certain Contributions-Mayoral Executive Order No. 05-1</td>
<td>17</td>
</tr>
<tr>
<td>7.5</td>
<td>False Statements</td>
<td>18</td>
</tr>
<tr>
<td>7.6</td>
<td>Multi Project Labor Agreement</td>
<td>19</td>
</tr>
<tr>
<td>7.7</td>
<td>Title VI Solicitation Notice</td>
<td>19</td>
</tr>
</tbody>
</table>
## EXHIBITS

| Exhibit 1: | Company Profile Information |
| Exhibit 2: | Company References/Client Profile Information |
| Exhibit 3: | Compensation Exhibit |
| Exhibit 4: | Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including: |
| | 1. Attachment A: Assist Agencies |
| | 2. Attachment B: Sample Letter to Assist Agencies |
| | 3. Schedule B: Affidavit of Joint Venture (M/WBE) |
| | 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant |
| | 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan |
| Exhibit 5: | City of Chicago Economic Disclosure Statement and Affidavit |
| Exhibit 6: | Contract Insurance Requirements and Insurance Certificate |
| Exhibit 7: | City of Chicago Concession License Agreement |
| Exhibit 8: | Concession Overview and Scope of Services |
| Exhibit 9: | Artwork Standards |
| Exhibit 10: | Chicago Cultural Center Layout |
| Exhibit 11: | Sexual Harassment Policy Affidavit (Section 2-92-612) |
REQUEST FOR PROPOSAL (“RFP”)

for

Retail Concession Services for the Chicago Cultural Center

Specification No. 109023

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”) Department of Cultural Affairs and Special Events (“DCASE”) invites the submission of proposals to operate retail concession services for the Chicago Cultural Center (“CCC”) at 78 E. Washington Street in Chicago, IL. The Shop will primarily feature original artwork and handmade decorative items made by local artists through a consignment business model. If you have demonstrated experience operating a comparable business, and are interested in this opportunity, you are invited to respond to this Request for Proposals (“RFP”). The Selected Respondent will be responsible for providing retail services and related items for sale, staff and related services as defined in Exhibit 8 herein (the “Services”) of this Request For Proposals (“RFP”). Entities with experience working with Chicago artists and makers and managing a consignment-based retail shop are encouraged to respond to the RFP.

This RFP will be used for the selection of one entity to provide the Services (as defined in Exhibit 8 herein). After the selection pursuant to the selection criteria set forth herein, the selected entity shall enter into a written agreement (”Agreement”) that shall set forth certain generally applicable standard terms and conditions governing the Services for the duration of the term of the relationship (as set forth in Section 2.2 hereof).

For purposes of this RFP, “Commissioner” means the Commissioner of DCASE. “Department” means DCASE. “DPS” means the Department of Procurement Services. “Respondent” means the companies or individuals that submit proposals in response to this RFP. “Selected Respondent”, “Contractor” or “Concessionaire” means the awardee of the contract. The documents submitted in response to this RFP will be referred to as “Proposals”.

It is understood that the Selected Respondent acting as an individual, partnership, corporation or other legal entity, possesses all the licenses necessary to perform in the State of Illinois and the CITY OF CHICAGO. It is also understood that all reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this RFP may be made available to any individual organization, under the Freedom of Information Act (FOIA). The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

II. SCOPE OF SERVICES

2.1 Description of Services
The Scope of Services that DCASE seeks to acquire is described in Exhibit 8 of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

2.2 Term of Contract

The initial term of any contract awarded pursuant to this RFP solicitation shall be two (2) years and two (2) optional extension periods of one (1) year each, to be exercised in the sole discretion of the Commissioner.

III. GENERAL INFORMATION AND GUIDELINES

3.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Cultural Affairs and Special Events. All questions or requests for clarification must be in writing, sent by mail or email to joshua.schwimer@cityofchicago.org, and directed to the attention of JT Schwimer, Department of Cultural Affairs and Special Events, Room 400 of Chicago Cultural Center and must be received no later than August 10, 2023 at 4:00 p.m. Central Standard Time. Respondents are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference. The face of each envelope or the subject line of the email must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP, and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for the Retail Concession Services for the Chicago Cultural Center Specification No. 109023.” No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference at the Chicago Cultural Center, 78 East Washington Street, Millennium Park Room (5th Floor), Chicago, Illinois 60602, at 11:00 a.m. Central Standard Time on July 27, 2023. All parties interested in submitting a proposal in response to this RFP are required to attend in person. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions emailed or mailed prior to the deadline for receipt of questions per Section 3.1.A.

3.2 Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago, Department of Cultural Affairs and Special Events (Room 400, Chicago Cultural Center) no later than 3:00 p.m. Central Standard Time on September 1, 2023.

B. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.A above. Only the Commissioner is empowered to determine whether to accept or return late Proposals. No additional or missing
documents will be accepted after the due date and time, except as may be requested by the Commissioner.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be presented to the receptionist located in Room 400, Chicago Cultural Center. It is Respondent’s sole responsibility to ensure that the Proposal is received as required.

C. Proposals must be delivered to the following address:

   Erin Harkey, Commissioner
   City of Chicago
   Department of Cultural Affairs and Special Events
   Room 400, Chicago Cultural Center
   78 East Washington Street
   Chicago, Illinois 60602
   Attention: JT Schwimer (2-3849)

D. Respondent must submit 1 hardcopy original, 3 duplicate hardcopies of the Proposal. The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

E. The outside of each sealed envelope or package must be labeled as follows:

   Proposal Enclosed
   Request for Proposals (RFP) for:
   Retail Concession Services for the Chicago Cultural Center
   Specification No.: 109023
   Due: 3:00 p.m., September 1, 2023
   Submitted by: (Name of Respondent)
   Package ____ of ____

3.3 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City’s website:

   • www.cityofchicago.org
   • Search MBE/WBE Directory Database
   • www.cityofchicago.org/dcase

The following materials will be available at www.cityofchicago.org/dcase:

   • Take out list
   • Pre-Bid/Proposal Conference Attendees
   • Addendums and Exhibits, if any

3.4 Procurement Timetable
The timetable for the RFP solicitation process is summarized below. Note that these are target dates and are subject to change by the City.

<table>
<thead>
<tr>
<th>Key Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Issues RFP</td>
<td>July 17</td>
</tr>
<tr>
<td>Mandatory Pre-Proposal Conference</td>
<td>July 27</td>
</tr>
<tr>
<td>Pre-Proposal Questions Due</td>
<td>August 10</td>
</tr>
<tr>
<td>Addendum to Answer Questions Available</td>
<td>August 17</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>September 1</td>
</tr>
</tbody>
</table>

3.5 **Confidentiality**

Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data as confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

A. Mark the title page as follows: “This RFP proposal includes trade secrets or other proprietary data (“data”) that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification).” The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City’s right to use information contained in the data if it is obtained from another source without restriction.

B. Mark each sheet or data to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal.”

All submissions are subject to the Illinois Freedom of Information Act (FOIA).

IV. **PREPARING PROPOSALS: REQUIRED INFORMATION**

Each Proposal must contain all of the following documents and must conform to the following requirements.

4.1. **Format of Proposals**

Proposals must be prepared on 8 ½” X 11” letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original, 5 duplicate hardcopies.
Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 4.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. (e.g., Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.)

4.2 **Required Content of the Proposal**

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal, at the discretion of the Commissioner. Respondent must provide information in the appropriate areas throughout the RFP and submit all required documents. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 3 is required to facilitate equitable comparisons.

By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by DCASE, your Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

**A. Cover Letter**

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

(i) Outline the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project and list each management function it is proposing to perform.

(ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.

(iii) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.

(iv) Summarize Respondent’s commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment in Exhibit 4 of this RFP.

(v) Include a statement of any objections or comments regarding the City of Chicago Concession License Agreement attached to this RFP as Exhibit 7.

(vi) Acknowledge receipt of Addendum, if any, issued by the City.
B. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City’s intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent’s plan for implementing the Retail Concession Services in the Chicago Cultural Center and any additional factors for the City’s consideration.

C. Specialized Experience of Respondent and Team Members Committed to this Project

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

(i) Company Profile Information (See Form in Exhibit 1).

Identify participants in Respondent’s “Team.” For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

If Respondent has a prime contractor / subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.

Provide a chronological history of all mergers and / or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is a joint venture or partnership, attach a copy of the joint venture or partnership agreement signed by an authorized officer of each partner. Each partner must execute:

(a) Schedule B as shown in Exhibit 4, if joint venture or partnership includes City of Chicago certified MBE/WBE firms(s), as applicable.

(b) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 5.

(c) Insurance certificate in the name of the joint venture or partner business entity.

(ii) Company Reference / Client Profile Information (See Form in Exhibit 2)
Respondent must provide at least one (and two additional if available) client references for the services substantially similar to those in Exhibit 8 of this RFP of which, the one (and up to 3) reference(s) must be of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and fax number.
- Description of equipment and Services provided similar to the Services outlined in Exhibit 8.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent’s involvement as the prime contractor (also indicate area of secondary responsibility, if applicable)
- Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent’s involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Services.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent’s record of past performance.

(iii) Capacity to Perform City Project

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City’s timeline and affect dedicated resources committed to the City’s project. Respondent should provide a summary of current and future projects and commitments and include project completion dates. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

(iv) Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity generally performing the services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized
by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: www.cityofchicago.org/bacp.

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: www.cyberdriveillinois.com.

Additionally, visit the State of Illinois’ Division of Professional Regulation for information regarding the State of Illinois’ Professional Certifications: http://www.idfpr.com.

D. **Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP.**

For each person identified, describe the following information:

(i) Respondent must provide a summary of the personnel who will be dedicated to the Services as proposed.

(ii) Respondent must indicate each person’s areas of expertise and which person will have prime responsibility for various tasks or aspects of the services.

(iii) Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

E. **Project Management / Implementation Plan**

Respondent must provide a detailed summary of the company’s plan for implementing and delivering the service requirements as outlined in Exhibit 8, Scope of Services, that includes at least the following:

(i) **Approach to Implementing Services**

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, program support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

(ii) **Organization Chart**

Respondent should provide an organization chart identifying and showing the relationships between the Respondent, subcontractors, manufacturers and suppliers. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any key subcontractor, vendor or supplier must be identified.
The plan must include an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed equipment and Services and key personnel involved and the following information:

A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

(iii) Dedicated Resources

Describe existing inventory, software, personnel, applicable technologies, equipment and other resources available for implementing the Services; providing in detail, whether resources are proprietary or outsourced.

Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to providing the Services including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

F. Compensation Exhibit and Site Conceptual Plan

The Respondent is responsible for completing the Compensation Exhibit, Exhibit 3 that the Respondent proposes including percentage retained from the consignment sales, proposed percentage fee to DCASE for gross sales over a proposed annual amount and estimate of annual expenses as described in Exhibit 8 of the RFP.

All costs must, at a minimum, be provided as requested in Exhibit 3. For purposes of comparing costs between Respondents, Respondents must not deviate from the Compensation Exhibit outlined in Exhibit 3. The City reserves the right to negotiate final price term and other terms and conditions with the Selected Respondent. Proposals that fail to include compensation exhibit information in Exhibit 3 will be rejected as incomplete and deemed non-responsive.

Furthermore in Exhibit 3, the Respondent must provide a narrative which describes its site conceptual plan for the retail concession area using information provided in Exhibit 8, Section A.3. and Exhibit 10 of the RFP. Along with the requested narrative, Respondents must provide drawings or sketches providing a visual of its proposed
concept as well as how the store layout and design will ensure a positive visitor experience. Additionally, the Respondent must provide answers to the following questions:

- Describe the specific plan for operation of the art store and any value-added services that will be provided.
- Describe the plan for ensuring the art store features a wide diversity of featured artists that reflects the people and communities of the City of Chicago.
- Describe the plan for merchandizing of artist-designed products, including a description of types of products, the plan for production, and key features of artist licensing agreements.
- Provide a sample consignment policy and describe the plan for artist agreements, including: the intake system for artworks, proposed consignment terms (financial terms, and time period artwork will be displayed on the sales floor), the proposed plan for ensuring payments to artists (when and how consignors will get paid), the delivery and pick-up of artist work, whether there will be a plan for price reductions, what will happen if items do not sell, and the plan for handling unclaimed, damaged or lost items (liability), and any other relevant factors.

G. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 4 to evidence Respondent’s proposed MBE/WBE participation. Respondent shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises in the design and construction of Respondent’s improvements to the concession space: 25% MBE and 5% WBE.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 4. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you may search the City’s MBE/WBE Directory Database on the City’s website: www.cityofchicago.org/dps.
For all things relating to MBE/WBE compliance, those functions will be performed by the Commissioner and not the CPO. However, firms will be certified by DPS.

H. Financial Statements

Respondent should provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

I. Economic Disclosure Statement and Affidavit (“EDS”)

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and Attachment A. See City of Chicago Online EDS Instructions Exhibit 5. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized.

Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

J. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

(i) A debtor in bankruptcy; or
(ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
(iii) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
(iv) A defendant in any criminal action; or
(v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
(vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation if a statute or related to service reliability; or
(vii) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents. The City reserves the right to request similar legal action information from Respondent’s team members during the evaluation process.

K. Insurance

Prior to contract award, the Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 6.

V. EVALUATING PROPOSALS

5.1 Evaluating Proposals

An Evaluation Committee, which will include the representatives from DCASE and may include representatives of other departments of the City (“Evaluation Committee” or “EC”) will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent’s Proposal. The RFP proposal evaluation process is organized into three phases:

Phase I - Preliminary Proposal Assessment
Phase II - Proposal Evaluation
Phase III - Site Visits Product/System Demonstration and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment
Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section IV. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation
In Phase II, the EC will evaluate the extent to which a Respondent’s proposal meets the project requirements set forth in the RFP that will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation plan and other factors based on the evaluation criteria outlined in Section 5.2, Evaluation Criteria.

As part of the evaluation processes, the EC will review the information required by Section IV for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent’s financial condition.
The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

5.2. Evaluation Criteria

The EC will score each section based on a rating scale of 0-5, with 0 being “non-responsive” and 5 being “highly qualified”. Each section’s score will then be multiplied by its weighted indicator (1-3) as listed below for each category to calculate the section’s final score.

A. Professional and Technical Competence (Weighted Indicator = 3)

Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.

B. Professional Qualifications and Specialized Experience of Respondent and Team Committed to this Project. (Weighted Indicator = 3)

Includes experience in providing management on projects of similar scope and magnitude (e.g., specifically with respect to large public events or festivals). Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent’s record of performance.

C. Quality, Comprehensiveness and Adequacy of the proposed Project Management/Implementation Plan for providing corporate sponsorship consultant services for DCASE. (Weighted Indicator = 3)

The Evaluation Committee will review each Proposal for the Respondent’s understanding of the objectives of the services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology, timetable, and approach to meeting the City’s requirements.

D. Cost Proposal and detailed Site Conceptual Plan Exhibit 3. (Weighted Indicator = 2)

The City will consider the competitiveness, adequacy and creativity of proposed plans for corporate sponsorship consultant services.

E. Legal Actions (Weighted Indicator = 1)

The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
F. Financial Stability (Weighted Indicator = 1)

The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

G. Compliance with Laws, Ordinances, and Statutes (Weighted Indicator = 1)

The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract. See City of Chicago EDS Instructions and Form, Exhibit 5.

H. Conflict of Interest (Weighted Indicator = 1)

The EC will consider any information regarding Respondent, including information contained in Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

J. Degree to which the Respondent accepts the City’s Concession License Agreement in Exhibit 7 that will impact contract negotiations. (Weighted Indicator = 1)

VI. SELECTION PROCESS

After the Evaluation Committee (“EC”) completes its review of Proposals in Phase II, it may submit to the Commissioner a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondents or a recommendation to reject any or all Proposals.

Phase III- Site Visit, Product/System Demonstration and/or Oral Presentations
If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent’s Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation to select a Respondent to the Commissioner of the Department of Cultural Affairs and Special Events.

The recommendation will be forwarded to the Commissioner of the Department of Cultural Affairs and Special Events for concurrence and authorization to enter into contract negotiations with the Selected Respondent.

The City will require the Selected Respondent to participate in contract negotiations. The City’s requirement that the Selected Respondent negotiate is not a commitment by the City to award a contract. Time is of the essence. If the City determines that it is unable to reach an acceptable contract with the Selected Respondent, including failure to agree on a fair and reasonable compensation exhibit for the Services or any other terms or conditions, the Commissioner of
DCASE may terminate negotiations with the Selected Respondent, and negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

The City reserves the right to terminate this RFP solicitation at any stage if the Commissioner determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

VII. ADDITIONAL DETAILS OF THE RFP PROCESS

7.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the “Take Out Sheet” prior to the Proposal due date. Prospective Respondents are automatically registered when they provide their contact information when downloading the RFP documents. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from DCASE.

Copies of the take-out list, pre-proposal conference attendees and any addenda, are available via the Internet at the Department of Cultural Affairs and Special Events website: http://www.cityofchicago.org/dcase

The addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to DCASE according to the provisions of Section 3.1.A herein; or

2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference or by the deadline for submission of questions.

7.2 City’s Rights to Reject Proposals

The City of Chicago, acting through its Commissioner of DCASE, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section IV. If no Respondent is selected through this RFP process, then the Commissioner of DCASE may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described here.

7.3 No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating in any conferences, site visits, product/system demonstrations, oral presentations or negotiations.
7.4 **Prohibition on Certain Contributions – Mayoral Executive Order No. 11-4**

Pursuant to Mayoral Executive Order No. 11-4, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent (“Owners”), spouses and domestic partners of such Owners, Respondent’s proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent (“Sub-owners”) and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together, the “Identified Parties”) must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the “Mayor”) or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (d) bundle or solicit others to handle contributions to the Mayor or to his political fundraising committee;

If Respondent violates this provision or Mayoral Executive Order No. 11-4 prior to the award of an agreement resulting from this request for qualifications/proposals/information, the Chief Procurement Officer may reject Respondent’s proposal.

For purposes of this provision:

“Bundle” means to collect contributions from more than one source which is then delivered by one person to the Mayor or to his political fundraising committee.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
   c. a joint checking account;
   d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.
Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4.

7.5 False Statements

(a) 1-21-010 False Statements

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than $500.00 and not more than $1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

7.6 Multi Project Labor Agreement (PLA)

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

To the extent that any work by a Contractor or its contractors involves a project that is subject to the PLA, the Contractor must acknowledge familiarity with the requirements of the PLA and its applicability to Work under any agreement resulting from this RFP, and shall comply in all respects with the PLA.

7.7 Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. SS 2000d to 2000d-4) and the Regulations, hereby notifies all
bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

(1) Legal Name of Firm: _______________________________________________________________

(2) Doing Business under Other Company Name?
    If yes, Name of Company: ______________________________________________________

(3) Headquarters Address: _____________________________________________________________

(4) City, State, Zip Code: _________________________________

(5) Web Site Address: ______________________________________________________________

(6) Proposed Role: □ Prime    □ Subcontractor/Subconsultant    □ Joint Venture Partner
    □ Supplier or □ Other: __________________________________________________________

(7) Number of Years in Business: _____________________________________________________

(8) Total Number of Employees: ______________________________________________________

(9) Total Annual Revenues separated by last 3 full fiscal years: __________________________

(10) Major Products and/or Services Offered:
    _____________________________________________________________________________
    _____________________________________________________________________________

(11) Other Products and/or Services: ________________________________________________
    _____________________________________________________________________________

(12) Briefly describe your firm’s approach to providing the services for a client:
    _____________________________________________________________________________
    _____________________________________________________________________________
    _____________________________________________________________________________

(13) Briefly describe your firm’s demonstrated experience in providing the services for clients:
    _____________________________________________________________________________
    _____________________________________________________________________________
    _____________________________________________________________________________
EXHIBIT 2
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references.

(1) Client Name: ____________________________________________________________
(2) Address: _______________________________________________________________
(3) City, State, Zip Code: ___________________________________________________
(4) Project Manager: ________________________________________________________
(5) Telephone Number: _____________________________________________________
(6) E-mail: _________________________________________________________________
(7) Number of Employees in Client Organization: ________________________________
(8) Project Scope of Services/Goals: __________________________________________
(9) Contract Award Date: ________________ Cutover Date: _______________________
(10) Initial Contract Amount: $______________ Final Contract Amount: $___________
(11) Describe how the client’s goals were met. Describe how the services were implemented. Attach additional pages, as necessary.

________________________________________________________________________________
________________________________________________________________________________
(12) Discuss significant obstacles to implementation and how those obstacles were overcome:

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
(13) Is the client still utilizing your company as a service provider for providing the services?

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
(14) What was the fee structure of the contract?

________________________________________________________________________________
________________________________________________________________________________
________________________________________________________________________________
EXHIBIT 3  
COST PROPOSAL, SITE CONCEPTUAL PLAN AND ADDITIONAL INFORMATION

A. COST PROPOSAL

Respondent must propose costs for performance of the Services, in the structure set forth below. The selected entity will pay a one (1) dollar annual fixed license fee.

The store will operate primarily on a consignment sales model, with the store charging a regular consignment fee to the artists and makers for a percentage of the sale value of the item.

- _____________% retained from artist consignment sales

- _____________% fee to DCASE for gross sales over $___________ annually

- $___________ in estimate of annual expenses (detailed expense projections to be attached)

B. SITE CONCEPTUAL PLAN (Attach additional sheets)

Note: Site plan narrative must be submitted on separate sheets in the Respondent’s desired format. Respondents should consider how the store layout and design will ensure a positive visitor experience. Respondents are required to provide drawings, sketches or other relative supporting documents.

C. ADDITIONAL INFORMATION (Attach additional sheets)

- Provide the name of the concession and describe the marketing and promotions plans.
- Describe the specific plan for operation of the art store, including planned hours of operation and staffing plan.
- Provide the product mix percentages for: fine art produced by Chicago artists, decorative/craft items handmade in Chicago, small-batch made in Chicago products, mass-produced products designed by Chicago artists, and mass-produced products associated with the Cultural Center, its exhibitions, and City events and festivals. Include the 10% for DCASE exhibit or festival related merchandise.
- Describe the plan for ensuring the art store features a wide diversity of featured artists that reflects the people and communities of the City of Chicago.
- Provide a sample consignment policy and describe the plan for artist agreements, including: the intake system for artworks, proposed consignment terms (financial terms, and time period artwork will be displayed on the sales floor), the proposed plan for ensuring payments to artists (when and how consignors will get paid), the delivery and pick-up of artist work, whether there will be a plan for price reductions, what will happen if items do not sell, and the plan for handling unclaimed, damaged or lost items (liability), and any other relevant factors.
EXHIBIT 4
SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED
BUSINESS ENTERPRISE (M/WBE) COMMITMENT
ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. Policy and Terms

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

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

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

<table>
<thead>
<tr>
<th>Design and Engineering</th>
<th>Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Percentage: 25%</td>
<td>MBE Percentage: 26%</td>
</tr>
<tr>
<td>WBE Percentage: 5%</td>
<td>WBE Percentage: 6%</td>
</tr>
</tbody>
</table>

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

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

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder’s compliance plan as either an MBE or a WBE, but not both, to demonstrate compliance with the Contract Specific Goals.
The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

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

1.2. Definitions

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

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

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

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

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

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

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

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

"Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

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

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

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

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor’s business. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor’s MBE or WBE commitment with respect to all government contracts held by that contractor.)

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement") or an agreement between a prime’s subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

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


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

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

1.3. Joint Ventures

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

a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

i. The MBE or WBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
iii. Each joint venture partner executes the bid to the City; and

iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

i. The parties’ contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

ii. Work items to be performed by the MBE’s or WBE’s own forces and/or work to be performed by employees of the newly formed joint venture entity;

iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and

iv. The MBE’s or WBE’s commitment of management, supervisory, and operative personnel to the performance of the contract.

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

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

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

a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
   i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
   ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
   iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.

b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).

c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE’s or WBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

f. If the MBE or WBE is a broker:
   i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
ii. As defined above, Brokers provide no commercially useful function.

g. If the MBE or WBE is a member of the joint venture contractor/bidder:
   i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
   ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm’s percentage of participation in the joint venture as described in the Schedule B.
   iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.

h. If the MBE or WBE subcontracts out any of its work:
   i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
   ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
   iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
   iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
   v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:
• Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

• Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

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

a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

2. A listing of all MBE/WBE firms contacted that includes:
   o Name, address, telephone number and email of MBE/WBE firms solicited;
   o Date and time of contact;
   o Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)

3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
   o Project identification and location;
   o Classification/commodity of work items for which quotations were sought;
   o Date, item and location for acceptance of subcontractor bid proposals;
   o Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
   o Affirmation that Good Faith Efforts have been demonstrated by:
     • choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
     • not imposing any limiting conditions which were not mandatory for all subcontractors; and
• providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and

• documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

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

1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
   - A listing of all potential subcontractors contacted for a quotation on that work item;
   - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
   - The City's estimate for the work under a specific subcontract;
   - The bidder’s own estimate for the work under the subcontract;
   - An average of the bona fide prices quoted for the subcontract;
   - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

1.5.2. Assist Agency Participation in waiver/reduction requests

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

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

1.5.3. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
The requirements set forth in these Regulations (this subsection 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

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

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

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

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

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

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

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.
(2) **Letters of Certification.**
A copy of each proposed MBE/WBE firm’s current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm’s Area of Specialty. The MBE/WBE firm’s scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**
If the bidder’s MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner’s authority to contractually obligate the joint venture and each partner’s authority to expend joint venture funds (e.g., check signing authority).

(4) **Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder’s Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

(5) **Application for Approval of Mentor Protégé Agreement**
Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. Reporting Requirements During the Term of the Contract
a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

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

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

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

1.8.2. Procedure for Requesting Approval
If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

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

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

1.9. Non-Compliance and Damages
Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive
under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of
the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a
factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

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

1.10. Arbitration

a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its
Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the
contractor damages suffered by such entity as a result of being underutilized; provided, however,
that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or
substitution approved by the City. The Ordinance and contracts subject thereto provide that any
disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved
by binding arbitration before an independent arbitrator other than the City, with reasonable
expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with
these regulations. This provision is intended for the benefit of any MBE/WBE affected by
underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by
this regulation are non-waivable and take precedence over any agreement to the contrary, including
but not limited to those contained in a subcontract, suborder, or communicated orally between a
contractor and a MBE/WBE.

b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative
process. Except as otherwise agreed to in writing by the affected parties subject to the limitation
contained in the last sentence of the previous paragraph, within ten (10) calendar days of the
contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described
disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American
Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue,
Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such
arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be
conducted by the AAA; and held in Chicago, Illinois.

c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to
award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing
MBE/WBE.

d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days
after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the
arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award
rendered by the arbitrator may be entered in any court of competent jurisdiction.
1.11. **Equal Employment Opportunity**
Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

1.12. **Attachments and Schedules**
The following attachments and schedules follow, they may also be downloaded from the Internet at: http://www.cityofchicago.org/forms

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

**Assist Agency List (Rev. Apr. 2018)**

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

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

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
<th>Web</th>
<th>Maintains list of certified firms</th>
<th>Provides training for businesses</th>
</tr>
</thead>
<tbody>
<tr>
<td>51st Street Business Association</td>
<td>220 E. 51st Street, Chicago, IL 60615</td>
<td>773-285-3401</td>
<td>773-285-3407</td>
<td><a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a></td>
<td><a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>African American Contractors Association - AACA</td>
<td>P.O. Box #19670, Chicago, IL 60619</td>
<td>312-915-5960</td>
<td></td>
<td><a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a></td>
<td><a href="http://www.aacanatl.org">www.aacanatl.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Angel of God Resource Center, Inc.</td>
<td>14527 S. Halsted, Chicago, IL 60627</td>
<td>708-392-9323</td>
<td>708-880-0121</td>
<td><a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a>; <a href="mailto:aogrc@angelofgodresourcemcenter.org">aogrc@angelofgodresourcemcenter.org</a></td>
<td><a href="http://www.angelofgodresourcemcenter.org">www.angelofgodresourcemcenter.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Association of Asian Construction Enterprises</td>
<td>5677 W. Howard, Niles, IL 60714</td>
<td>847-673-7377</td>
<td>847-673-2358</td>
<td><a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></td>
<td></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Austin African American Business Networking Assoc.</td>
<td>5820 W. Chicago Ave., Chicago, IL 60651</td>
<td>773-626-4497</td>
<td></td>
<td><a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a></td>
<td><a href="http://www.aaabna.org">www.aaabna.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Black Contractors United</td>
<td>12000 S. Marshfield Ave., Calumet Park, IL 60827</td>
<td>708-389-5730</td>
<td>708-389-5735</td>
<td><a href="mailto:bcunewera@att.net">bcunewera@att.net</a></td>
<td><a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Business Leadership Council</td>
<td>230 W. Monroe Street, Ste 2650, Chicago, IL 60606</td>
<td>312-628-7844</td>
<td>312-628-7843</td>
<td><a href="mailto:Karen.r@businessleadershipcouncil.org">Karen.r@businessleadershipcouncil.org</a></td>
<td><a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>LGBT Chamber of Commerce of Illinois</td>
<td>3179 N. Clark St., 2nd Floor, Chicago, IL 60657</td>
<td>773-303-0167</td>
<td>773-303-0168</td>
<td><a href="mailto:jholston@lgbtcc.com">jholston@lgbtcc.com</a></td>
<td><a href="http://www.lgbtcc.com">www.lgbtcc.com</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Chatham Business Association Small Business Dev.</td>
<td>800 E. 78th Street, Chicago, IL 60619</td>
<td>773-994-5006</td>
<td>773-855-8905</td>
<td><a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a></td>
<td><a href="http://www.cbaworks.org">www.cbaworks.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Chicago Minority Supplier Development Council Inc.</td>
<td>105 W. Adams, Suite 2300, Chicago, IL 60603-6233</td>
<td>312-755-2550</td>
<td>312-755-8890</td>
<td><a href="mailto:pbarreda@chicagomsdc.org">pbarreda@chicagomsdc.org</a></td>
<td><a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Name</td>
<td>Address</td>
<td>Phone</td>
<td>Fax</td>
<td>Email</td>
<td>Web</td>
<td>Maintains list of certified firms</td>
<td>Provides training for businesses</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>----------------------------------------------</td>
<td>----------------</td>
<td>------------------</td>
<td>------------------------------</td>
<td>-------------------------------</td>
<td>----------------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Chicago Urban League *</td>
<td>4510 S. Michigan Ave. Chicago, IL 60653</td>
<td>773-624-8810</td>
<td>773-451-3579</td>
<td><a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a></td>
<td><a href="http://www.cul-chicago.org">www.cul-chicago.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Contractor Advisors Business Development Corp. *</td>
<td>1507 E. 53rd Street, Suite 906 Chicago, IL 60615</td>
<td>312-436-0301</td>
<td></td>
<td><a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a></td>
<td><a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Do For Self Community Development Co. *</td>
<td>7447 S South Shore Drive, Unit 22B Chicago, IL 60649</td>
<td>773-356-7661</td>
<td></td>
<td><a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a></td>
<td><a href="http://www.doforself.org">www.doforself.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Federation of Women Contractors *</td>
<td>216 W. Jackson Blvd. #625 Chicago, IL 60606</td>
<td>312-360-1122</td>
<td>312-750-1203</td>
<td><a href="mailto:twcchicago@aol.com">twcchicago@aol.com</a></td>
<td><a href="http://www.twcchicago.com">www.twcchicago.com</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Englewood Community Development Corp. *</td>
<td>815 W. 63rd Street Chicago, IL 60621</td>
<td>773-651-2400</td>
<td>773-651-2400</td>
<td><a href="mailto:jhharbin@greaterenglewoodcdc.org">jhharbin@greaterenglewoodcdc.org</a></td>
<td><a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Far South Halsted Chamber of Commerce *</td>
<td>10615 S. Halsted Street Chicago, IL 60628</td>
<td>518-556-1641</td>
<td>773-941-4019</td>
<td><a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a></td>
<td><a href="http://www.greaterfarsouthhalstedchamber.org">www.greaterfarsouthhalstedchamber.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Pilsen Economic Development Assoc. *</td>
<td>1801 S. Ashland Chicago, IL 60608</td>
<td>312-698-8898</td>
<td></td>
<td><a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a></td>
<td><a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Southwest Development Corporation</td>
<td>2601 W. 63rd Street Chicago, IL 60629</td>
<td>773-362-3373</td>
<td>773-471-8206</td>
<td><a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a></td>
<td><a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Cosmopolitan Chamber of Commerce</td>
<td>1633 S. Michigan Avenue Chicago, IL 60616</td>
<td>773-971-9594</td>
<td>773-341-9084</td>
<td><a href="mailto:mcgowan@cosmochamber.org">mcgowan@cosmochamber.org</a></td>
<td><a href="http://www.cosmochamber.org">www.cosmochamber.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Far South Community Development Corporation</td>
<td>9923 S. Halsted Street, Suite D Chicago, IL 60628</td>
<td>773-941-4833</td>
<td>773-941-5252</td>
<td><a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a></td>
<td><a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Fresh Start Home Community Development Corp.</td>
<td>5168 S. Michigan Avenue, 4N Chicago, IL 60615</td>
<td>312-632-0811</td>
<td>855-270-4175</td>
<td><a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a></td>
<td><a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Women in Trades (CWIT)</td>
<td>2444 W. 16th Street Chicago, IL 60608</td>
<td>312-942-1444</td>
<td></td>
<td><a href="mailto:jaynevellinga@cwit2.org">jaynevellinga@cwit2.org</a></td>
<td><a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Greater Southwest Development Corporation</td>
<td>2601 W. 63rd Street Chicago, IL 60629</td>
<td>773-362-3373</td>
<td>773-471-8206</td>
<td><a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a></td>
<td><a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a></td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Organization Name</td>
<td>Address</td>
<td>Phone</td>
<td>Fax</td>
<td>Email</td>
<td>Website</td>
<td>Maintains list of certified firms</td>
<td>Provides training for businesses</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
<td>-------</td>
<td>-----</td>
<td>-------</td>
<td>---------</td>
<td>----------------------------------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Hispanic American Construction Industry Association (HACIA) *</td>
<td>650 W. Lake St., Unit 415 Chicago, IL 60661</td>
<td>312-575-0389</td>
<td>312-575-0544</td>
<td><a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a></td>
<td><a href="http://www.haciaworks.org">www.haciaworks.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Illinois Hispanic Chamber of Commerce *</td>
<td>222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654</td>
<td>312-425-9500</td>
<td></td>
<td><a href="mailto:aalcantar@ihccbusiness.net">aalcantar@ihccbusiness.net</a></td>
<td><a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Latin American Chamber of Commerce *</td>
<td>3512 W. Fullerton Avenue Chicago, IL 60647</td>
<td>773-252-5211</td>
<td>773-252-7065</td>
<td><a href="mailto:d.lorenzopadron@LACCUSA.com">d.lorenzopadron@LACCUSA.com</a></td>
<td><a href="http://www.LACCUSA.com">www.LACCUSA.com</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>National Association of Women Business Owners *</td>
<td>500 Davis Street, Ste 812 Evanston, IL 60201</td>
<td>773-410-2484</td>
<td>847-328-2018</td>
<td>wjaehn nawbochicago.org</td>
<td><a href="http://www.nawbochicago.org">www.nawbochicago.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>National Black Wall Street *</td>
<td>4655 S. King Drive, Suite 203 Chicago, IL 60653</td>
<td>773-268-6900</td>
<td>773-392-0165</td>
<td><a href="mailto:markallen2800@aol.com">markallen2800@aol.com</a></td>
<td><a href="http://www.nationalblackwallstreetchicago.org">www.nationalblackwallstreetchicago.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Neighborhood Development Services, NFP *</td>
<td>10416 South Maryland Avenue Chicago, IL 60628</td>
<td>773-413-9348</td>
<td>773-371-0032</td>
<td><a href="mailto:neighboorhooddevservices@gmail.com">neighboorhooddevservices@gmail.com</a></td>
<td><a href="http://www.ndsnfp.org">www.ndsnfp.org</a></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Rainbow/PUSH Coalition *</td>
<td>930 E. 50th Street Chicago, IL 60615</td>
<td>773-256-2768</td>
<td>773-373-4103</td>
<td><a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a></td>
<td><a href="http://www.rainbowpush.org">www.rainbowpush.org</a></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>Organization</td>
<td>Address</td>
<td>City, State, Zip</td>
<td>Phone</td>
<td>Fax</td>
<td>Email</td>
<td>Web</td>
<td>Maintains list of certified firms</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------------------------------------------</td>
<td>------------------</td>
<td>--------------------------------</td>
<td>---------------------------------</td>
<td>--------------------------------------------</td>
<td>-----------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>Real Men Charities, Inc.</td>
<td>2423 E. 75th Street</td>
<td>Chicago, IL 60649</td>
<td>773-425-4113</td>
<td></td>
<td><a href="mailto:ymoyo@realmencook.com">ymoyo@realmencook.com</a></td>
<td><a href="http://www.realmencook.com">www.realmencook.com</a></td>
<td>Yes</td>
</tr>
<tr>
<td>RTW Veteran Center</td>
<td>7415 E. End, Suite 120</td>
<td>Chicago, IL 60649</td>
<td>773-406-1069</td>
<td>866-873-2494</td>
<td><a href="mailto:rtvetcenter@yahoo.com">rtvetcenter@yahoo.com</a></td>
<td><a href="http://www.rtvetcenter.org">www.rtvetcenter.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>South Shore Chamber, Inc. *</td>
<td>1750 E. 71st Street</td>
<td>Chicago, IL 60649</td>
<td>773-955-9508</td>
<td></td>
<td><a href="mailto:ttrice@southshorechamberinc.org">ttrice@southshorechamberinc.org</a></td>
<td><a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>St. Paul Church of God in Christ Community</td>
<td>4550 S. Wabash Avenue</td>
<td>Chicago, IL 60653</td>
<td>773-538-5120</td>
<td>773-538-5125</td>
<td><a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a></td>
<td><a href="http://www.stpaulcdm.org">www.stpaulcdm.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Development Ministries, Inc. (SPCDM)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The Monroe Foundation</td>
<td>1547 South Wolf Road</td>
<td>Hillside, IL 60162</td>
<td>773-315-9720</td>
<td></td>
<td><a href="mailto:monroee@themonroefoundation.org">monroee@themonroefoundation.org</a></td>
<td><a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>US Minority Contractors Association, Inc. *</td>
<td>1250 Grove Ave. Suite 200</td>
<td>Barrington, IL 60010</td>
<td>847-708-1597</td>
<td>847-382-1787</td>
<td><a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a></td>
<td><a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Women’s Business Development Center *</td>
<td>8 S. Michigan Ave., 4th Floor</td>
<td>Chicago, IL 60603</td>
<td>312-853-3477</td>
<td>312-853-0145</td>
<td><a href="mailto:tcurry@wbdc.org">tcurry@wbdc.org</a></td>
<td><a href="http://www.wbdc.org">www.wbdc.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Urban Broadcast Media, Inc.</td>
<td>4108 S. King Drive</td>
<td>Chicago, IL 60653</td>
<td>312-614-1075</td>
<td>312-853-0145</td>
<td><a href="mailto:drleonfinney312@gmail.com">drleonfinney312@gmail.com</a></td>
<td><a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a></td>
<td>No</td>
</tr>
<tr>
<td>Women Construction Owners &amp; Executives (WCOE) *</td>
<td>9301 S. Parnell Ave.,</td>
<td>Chicago, IL 60620</td>
<td>773-224-9299</td>
<td>773-371-0032</td>
<td><a href="mailto:allen81354@aol.com">allen81354@aol.com</a></td>
<td><a href="http://www.wcoeusa.org">www.wcoeusa.org</a></td>
<td>No</td>
</tr>
<tr>
<td>Urban Construction Owners &amp; Executives (WCOE) *</td>
<td>308 Circle Avenue</td>
<td>Forest Park, IL 60130</td>
<td>708-366-1250</td>
<td></td>
<td><a href="mailto:mkm@mkmaholic.com">mkm@mkmaholic.com</a></td>
<td><a href="http://www.wcoeusa.org">www.wcoeusa.org</a></td>
<td>Yes</td>
</tr>
<tr>
<td>Your Community Consultants Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Indicates a Fort� set of certified firms and provides training for businesses.
Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: [Specification Number]
Project Description: [PROJECT DESCRIPTION]

(Include the name and address of the Assist Agency – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY)

Dear _________________________:

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

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

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,
Schedule B – Affidavit of Joint Venture

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

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

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

I. Name of joint venture: ________________________________________________
   Address of joint venture: ______________________________________________
   Phone number of joint venture: _________________________________________

II. Identify each non-MBE/WBE venturer(s):
   Name of Firm: _________________________________________________________
   Address: _____________________________________________________________
   Phone: ______________________________________________________________
   Contact person for matters concerning MBE/WBE compliance:
   ____________________________________________________________

III. Identify each MBE/WBE venturer(s):
   Name of Firm: _________________________________________________________
   Address: _____________________________________________________________
   Phone: ______________________________________________________________
   Contact person for matters concerning MBE/WBE compliance:
   ____________________________________________________________

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

   ______________________________________________________________
   ______________________________________________________________

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer’s share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE’s own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture
   A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
      MBE/WBE ownership percentage(s) ________
      Non-MBE/WBE ownership percentage(s) ________

   B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

      1. Profit and loss sharing: __________________________________________

      2. Capital contributions:
         (a) Dollar amounts of initial contribution: __________________________

Page 1 of 5
Schedule B: Affidavit of Joint Venture (MBE/WBE)

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

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

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

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

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

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

   A. Joint venture check signing:
      ______________________________________________________________________

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

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

   D. Acquisition of lines of credit:
      ______________________________________________________________________

Page 2 of 5
Schedule B: Affidavit of Joint Venture (MBE/WBE)

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations:
2. Major purchases:
3. Estimating:
4. Engineering:

VIII. Financial Controls of joint venture:
A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Non-MBE/WBE Firm (Number)</th>
<th>MBE/WBE (Number)</th>
<th>Joint Venture (Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

A. Are any proposed joint venture employees currently employed by either venturer?  
   Currently employed by non-MBE/WBE (number) ____  Employed by MBE/WBE ____

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

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

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Page 4 of 5
Schedule B: Affidavit of Joint Venture (MBE/WBE)

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

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

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

Name of MBE/WBE Partner Firm ______________________________________________________________________

Name of Non-MBE/WBE Partner Firm ______________________________________________________________________

Signature of Affiant _________________________________________________________________________________

Signature of Affiant _________________________________________________________________________________

Name and Title of Affiant _____________________________________________________________________________

Name and Title of Affiant _____________________________________________________________________________

Date ____________________________________________________________________________________________

Date ____________________________________________________________________________________________

On this _____ day of __________ , 20 __ , the above-signed officers ________________________________ __________________________________________________________________________

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

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

Signature of Notary Public __________________________________________________________________________

My Commission Expires: ____________________

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

Project Name: __________________________________ Specification No: __________________________

From: ___________________________________________ (Name of MBE/WBE Firm)

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

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

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

____________________________________________________________________________________

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

____________________________________________________________________________________

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

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

__________________________________________
(Name/Title-Please Print)

__________________________________________
(Email & Phone Number)

03/2019  Page 1 of 1
Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

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

FOR NON-CONSTRUCTION PROJECTS ONLY

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

Project Name: ________________________________

Specification No.: ____________________________

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of ____________________________

(Name of Prime Consultant/Contractor)

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: ________________________________

   Address: ________________________________

   Contact Person: ________________________________

   Phone Number: ________________________________

   Dollar Value of Participation $ ________________________________

   Percentage of Participation % ________________________________

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

   Total Participation % ________

2. Name of MBE/WBE: ________________________________

   Address: ________________________________

   Contact Person: ________________________________

3. Name of MBE/WBE: ________________________________

   Address: ________________________________

   Contact Person: ________________________________

4. Name of MBE/WBE: ________________________________

   Address: ________________________________

   Contact Person: ________________________________

5. Name of MBE/WBE: ________________________________

   Address: ________________________________

   Contact Person: ________________________________

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

   Total Participation % ________

---

* The Prime Contractor may claim an additional 0.5 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

03/2019
Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number: ______________________________________________________________

Dollar Value of Participation $________________________________________________

Percentage of Participation % _________________________________________________________________________________________

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

Total Participation % _________

3. Name of MBE/WBE: __________________________________________________________

Address: _______________________________________________________________________

Contact Person: ________________________________________________________________

Phone Number: ________________________________________________________________

Dollar Value of Participation $________________________________________________

Percentage of Participation % _________________________________________________________________________________________

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

Total Participation % _________

4. Name of MBE/WBE: __________________________________________________________

Address: _______________________________________________________________________

Contact Person: ________________________________________________________________

Phone Number: ________________________________________________________________

Dollar Value of Participation $________________________________________________

Percentage of Participation % _________________________________________________________________________________________

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

Total Participation % _________

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: __________________________________________________________

Address: _______________________________________________________________________

Contact Person: ________________________________________________________________

03/2019
Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number:__________________________________________________________

Dollar Value of Participation $___________________________________________

Percentage of Participation %____________________________________________

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

Total Participation % ________

2. Name of MBE/WBE:_____________________________________________________

Address:________________________________________________________________

Contact Person:__________________________________________________________

Phone Number:__________________________________________________________

Dollar Value of Participation $___________________________________________

Percentage of Participation %____________________________________________

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

Total Participation % ________

3. Name of MBE/WBE:_____________________________________________________

Address:________________________________________________________________

Contact Person:__________________________________________________________

Phone Number:__________________________________________________________

Dollar Value of Participation $___________________________________________

Percentage of Participation %____________________________________________

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

Total Participation % ________

4. Name of MBE/WBE:_____________________________________________________

Address:________________________________________________________________

Contact Person:__________________________________________________________

Phone Number:__________________________________________________________

Dollar Value of Participation $___________________________________________

Percentage of Participation %____________________________________________

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

Total Participation % ________

5. Attach Additional Sheets as Needed
Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)
   
   1. MBE Direct Participation
      
      | MBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
      |---------------|-------------------------------|-------------------------------|
      |               |                               |                               |
      |               |                               |                               |
      |               |                               |                               |
      | Total Direct MBE Participation |                       |                               |

   2. MBE Indirect Participation
      
      | MBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
      |---------------|-------------------------------|-------------------------------|
      |               |                               |                               |
      |               |                               |                               |
      |               |                               |                               |
      | Total Indirect MBE Participation |                   |                               |

B. WBE Proposal (Direct & Indirect)

   1. WBE Direct Participation
      
      | WBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
      |---------------|-------------------------------|-------------------------------|
      |               |                               |                               |
      |               |                               |                               |
      |               |                               |                               |
      | Total Direct WBE Participation |                     |                               |

   2. WBE Indirect Participation
      
      | WBE Firm Name | Dollar Amount Participation ($) | Percent Amount Participation (%) |
      |---------------|-------------------------------|-------------------------------|
      |               |                               |                               |
      |               |                               |                               |
      |               |                               |                               |
      | Total Indirect WBE Participation |                   |                               |
Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

(Name- Please Print or Type)  
(Phone)  

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

________________________________________

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)  
State of:________________________________________

(Signature)  
County of:______________________________________

(Name/Title of Affiant – Print or Type)

(Date)  
On this____ day of______, 20___, the above signed officer __________________________________________ (Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

______________________________________________  
(Notary Public Signature)  

SEAL:

Commission Expires:__________________________

03/2019  
Page 5 of 5
ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), THE RESPONDENT(S) SHALL SUBMIT A “CERTIFICATE OF FILING” EVIDENCING COMPLETION OF YOUR ONLINE EDS.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE “CONTRACT” (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is https://webapps1.cityofchicago.org/EDSWeb

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: ______________________

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the Certificate of Filing form with its response. Please insert your Certification of Filing following the Cover Letter. See Section VIB.10, Required Contents of Proposal in the RFP. A Respondent who does not include a Certificate of Filing form with its response must provide it upon the request of the Commissioner.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

| 1. Invitation number, if you were provided an invitation number. |
| 2. EDS document from previous years, if available. |
| 3. Email address to correspond with the Online EDS system. |
4. Company Information:
   a. Legal Name
   b. FEIN/SSN
   c. City of Chicago Vendor Number, if available.
   d. Address and phone number information that you would like to appear on your EDS documents.
   e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

1. Invitation number, if you were provided with an invitation number.
2. Site address that is specific to this EDS.
3. Contact that is responsible for this EDS.
4. EDS document from previous years, if available.
5. Ownership structure, and if applicable, owners' company information:
   a. % of ownership
   b. Legal Name
   c. FEIN/SSN
   d. City of Chicago Vendor Number, if available.
   e. Address
5. List of Commissioners, officers, titleholders, etc. (if applicable).
6. For partnerships/LLC/LLP/Joint ventures, etc.:
   a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

8. Contract related information (if applicable):
   a. City of Chicago contract package
   b. Cover page of City of Chicago bid/solicitation package
   c. If EDS is related to a mod, then cover page of your current contract with the City.
9. List of subcontractors and retained parties:
   a. Name
   b. Address
   c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?
A: The web link for the Online EDS is https://webapps1.cityofchicago.org/EDSWeb

Q: How do I get help?
A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?
A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?
A: “Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?
A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?
A: “Entity” or “Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?
A: “Person” means a human being.

Q: Who must submit an EDS?
A: An EDS must be submitted in any of the following three circumstances:
### Applicants:
An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

### Entities holding an interest:
Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

### Controlling entities:
Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

---

**Q:** What information is needed to submit an EDS?

**A:** The information contained in the Preparation Checklist for EDS submission.

**Q:** I don’t have a user ID & password. Can I still submit an Online EDS?

**A:** No. You must register and create a user ID and password before submitting an Online EDS.

**Q:** What information is needed to request a user ID & password for Online EDS?

**A:** The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q:** I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

**A:** Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering “Yes” to “Is this an existing City of Chicago user ID?” when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q:** I don’t have an email address. How do I submit an Online EDS?

**A:** You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or rmail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.
Q: I forgot my user ID. Can I register again?
A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?
A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?
A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?
A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?
A: To retrieve a temporary password, click the “Forgot your password?” link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?
A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?
A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on “Create New”. Answer (click) “Contract” to “Is this EDS for a contract or an EDS information update?” Click “Fill out EDS”, and click on the “Retained Parties” tab. When finished, click on “Ready to Submit.”

Q: How do I attach documents?
A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?
A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at
www.adobe.com/products/reader/

- Your web browser is set to permit running of JavaScript.

- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.

- Your monitor resolution is set to a minimum of 1024 x 768.

- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at http://get.adobe.com/flashplayer

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XIP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.
ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 023501 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) ________________________, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: ____________________________________________________________
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: ____________________________________________

TITLE OF SIGNATORY: _________________________________________________________
(Print or Type)

BUSINESS ADDRESS: _________________________________________________________
(Print or Type)

State of ______________________ (Affix Corporate Seal)
County of ______________

This instrument was acknowledged before me on this _____ day of __________, 20___ by
_______________________________ as President (or other authorized officer) and
_______________________________ as Secretary of ____________________________ (Company Name)

Notary Public Signature: ________________________________ (Seal)
INSURANCE REQUIREMENTS
Department of Cultural Affairs and Special Events
Retail Concession Services
Cultural Center Art Store

A. INSURANCE REQUIRED

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

1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit; and $1,000,000 disease each employee, the full per occurrence limits of the policy, whichever is greater.

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

2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Respondent’s work, services or operations performed on behalf of the City. The City’s additional insured status must apply to liability and defense of suits arising out of Respondent’s acts or omissions, whether such liability is attributable to the Respondent or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City’s minimum limits required herein. Respondent’s liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Respondent with limits of not less than $1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.
Respondent may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) **Excess/Umbrella**

Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Respondent may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) **Property**

Respondent must maintain All Risk Property Insurance at full replacement cost covering loss of or damage to Respondent’s property including inventory and other contents on premises.

The Respondent is responsible for all loss or damage to personal property (including materials, equipment, art inventory, tools and supplies) owned, rented or used by Respondent and for loss or damage to property in the Respondent’s care custody and control.

**B. ADDITIONAL REQUIREMENTS**

**Evidence of Insurance.** Respondent must furnish the City, Department of Cultural Affairs and Special Events, 78 East Washington, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Respondent must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City’s receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Respondent, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Respondent must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Respondent for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Respondent to comply with required coverage and terms and conditions outlined herein will not limit Respondent’s liability or responsibility nor does it relieve Respondent of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.
Notice of Material Change, Cancellation or Non-Renewal. Respondent must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

Waiver of Subrogation. Respondent hereby waives its rights and its insurer(s)’ rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Respondent’s insurer(s).

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

No Limitation as to Respondent’s Liabilities. The coverages and limits furnished by Respondent in no way limit the Respondent’s liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Respondent under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Respondent maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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

Department of Cultural Affairs and Special Events
Retail Space in Cultural Center
Construction Build Out

A. INSURANCE REQUIRED

The Respondent shall cause its Contractors to provide and maintain at Contractor's own expense, until Contract completion of construction work (as determined by the City) and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services or operations related to the Contract.

1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than $1,000,000 each accident, $1,000,000 disease-policy limit, and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

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

2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent) no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer’s Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City and Respondent must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City’s and Respondent additional insured status must apply to liability and defense of suits arising out of Contractor’s acts or omissions, whether such liability is
attributable to the Contactor or to the Respondent and City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City’s minimum limits required herein. Contractor’s liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) **Automobile Liability (Primary and Umbrella)**
Contractor must maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the City site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

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

4) **Excess/Umbrella**
Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies should respond first and without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) **Builders Risk/Installation**
When any construction or any major installation project is undertaken on the property, including improvements, betterments, and/or repairs, the Contractor must provide, All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago and Respondent are to be named as additional insureds and loss payees.

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

6) **Professional Liability**
When any architects, engineers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**B. ADDITIONAL REQUIREMENTS**
**Evidence of Insurance.** Contractor must furnish the Respondent and the City, Department of Cultural Affairs and Special Events, 78 East Washington Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City’s receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor’s liability or responsibility nor does it relieve Contractor of its obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

**Notice of Material Change, Cancellation or Non-Renewal.** Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

**Waiver of Subrogation.** Contractor hereby waives its rights and its insurer(s)’ rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor’s insurer(s).

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

**No Limitation as to Contractor’s Liabilities.** The coverages and limits furnished by Contractor in no way limit the Contractor’s liabilities and responsibilities specified within the Contract or by law.

**No Contribution by City.** Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

**Insurance not Limited by Indemnification.** The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.
Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

Insurance required of Subcontractors. Contractor must name Subcontractor(s) as a named insured(s) under Contractor’s insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker’s Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor’s liability or responsibility.

City’s Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.
EXHIBIT 7
CITY OF CHICAGO CONCESSION LICENSE AGREEMENT

The document can be found at:

EXHIBIT 8
CONCESSION OVERVIEW AND SCOPE OF SERVICES

1. **Mission**

The Department of Cultural Affairs and Special Events (DCASE) is dedicated to enriching Chicago’s artistic vitality and cultural vibrancy. This includes fostering the development of Chicago’s non-profit arts sector, independent working artists and for-profit arts businesses; providing a framework to guide the City’s future cultural and economic growth, via the Chicago Cultural Plan; marketing the City’s cultural assets to a worldwide audience; and presenting high-quality, free and affordable cultural programs for residents and visitors.

2. **Purpose of the Request for Proposal**

DCASE is seeking a retail concessionaire to operate a curated art store in the Chicago Cultural Center, with a goal of promoting Chicago artists and culture. The mission of the Cultural Center art store is to support Chicago’s artistic culture by providing the public with an opportunity to purchase original works of art and handmade decorative items made by local artists.

DCASE seeks responses from a variety of organizations and individuals with an interest in making their services available to the City with related expertise, including, but not limited to art merchandising or art gallery operations, including selecting, presenting, marketing, and selling artwork to the public.

The Cultural Center art store is not a public forum; it is the City’s speech, pursuant to the government speech doctrine. The DCASE Commissioner has final approval authority over all items the art store Concessionaire proposes to sell or display.

3. **Retail Concept**

The Cultural Center art store will operate as a unique marketplace where customers can find meaningful works of art created by emerging and established contemporary Chicago artists. The art store concessionaire will ensure that the art store recruits and presents artwork that is diverse in its representation of Chicago artists, its culture, and communities. The store will be expected to predominately feature a mix of original artwork and handmade local goods.

A small percentage of the product mix may be dedicated to retail merchandise that is not one-of-a-kind, for example, books by Chicago authors, music by Chicago artists, items related to the Cultural Center building and featured exhibitions, or branded apparel featuring City of Chicago events or other Chicago artist-created designs. Non-one-of-a-kind items that align with DCASE existing exhibitions, programs and events are the priority. (e.g. music related items for Year of Chicago Music, handmade goods offered through the City Markets program, etc.) In selecting its artwork or product mix, the Selected Respondent must comply with the Cultural Center Concession Artwork Standards, attached hereto as Exhibit 9, as may be amended by the Commissioner from time to time. The Selected Respondent is not required to produce any items for retail sales.

DCASE may require Concessionaire to include exhibit, festival, and/or DCASE grant recipient related merchandise as part of its product offerings, in an amount up to 10% of the retail floorspace. Concessionaire will be required to source exhibit, festival and DCASE grant recipient related merchandise from City designated vendors. If Concessionaire wishes to offer merchandise incorporating City intellectual property, it should be aware that the producer of that merchandise must enter into a licensing agreement with the City.

4. **Site Description**

The retail space will be located on the first floor Garland Gallery in the Chicago Cultural Center located at 78 E. Washington Street, Chicago, IL 60602. The Garland Gallery space is approximately 1,500 square feet (floor
plan is included as Exhibit 10). Built in 1897, the Chicago Cultural Center is a Chicago Landmark building and was the nation's first free municipal cultural center. The Cultural Center is located in the Loop, on Michigan Avenue across from Millennium Park. Annual attendance estimate is 800,000 to 900,000 visitors, approximately half of whom are Chicago residents.

Current public open hours are Weekdays 10am-7pm, and Weekends 10am-5pm. Based on a 2017 sample of attendance:

- Wednesdays, Fridays and Saturdays are busiest days.
- 10:30am-4pm are busiest times on all days.
- Most tour groups come in on Wednesdays-Saturdays.
- Sundays are the lowest attendance day and Tuesdays have the second-lowest attendance, year-round.
- Summer (May-July) is the busiest season.

The store will be closed on holidays that the Cultural Center is closed. These may include, but are not limited to:

- New Year’s Day, January 1
- St. Patrick’s Day Parade Day – Date in March, TBD
- Memorial Day
- Independence Day, July 4
- Labor Day
- Thanksgiving Day
- Christmas Day, December 25

A secure storage space will be made available in a location within the Chicago Cultural Center. Contractor will work with DCASE to determine the details. Location and size are pending building availability.

6. **Capital Investment and Site Improvements**

The City has no funding available for any site improvements. The selected Respondent will work closely with the City on implementing the buildout and any additional site improvement, however the Concessionaire is not required to buildout the space. All proposed site improvements are subject to approval by the Commissioner. Before beginning any construction, the City will require the Concessionaire to provide a performance bond. The Chicago Cultural Center is a landmark building. Selected Respondent’s responsibilities include but are not limited to:

- Procuring and keeping current all required local, state and federal permits, licenses and certifications for all aspects related to the site improvements and retail sales.
- Maintenance, cleaning, repairing and replacing of equipment within the retail site.
- Providing Furniture, Fixtures, and Equipment (FF&E). All FF&E will remain property of the selected Respondent.

FF&E includes, but is not limited to items used for:

- Display cases, counters, tables, chairs, rugs and any other retail sales furnishings;
- Temporary partitions or space dividers;
o Displays, shelving, clothing racks, décor, and temporary lighting;
o All inventory and point of sale equipment;
o Internet, phone, cable and Wi-Fi access;
o PCs and other office equipment and supplies;
o All signage including in-store and wayfinding throughout the Cultural Center. Signage design and locations require prior approval in writing by DCASE.

- Paying credit card transaction fees;
- Providing Insurance – The Respondent must maintain throughout the Term of the Agreement insurance coverage for general liability, property damage, workers’ compensation, product liability, and such other insurance as may be required by the City in accordance with the Agreement. All insurance policies must name the City as an additional insured.
- Providing a security deposit – The Respondent must provide the City with a $1,000 Security deposit.

7. **City’s Responsibilities**

The City intends to award a Concession Agreement for use of the Garland Gallery space. The City is responsible for:

- Utilities – installation and maintenance for concession utilities, which may include:
  - Electricity
  - HVAC
  - Access to water

- Refuse removal
- Light janitorial
- Security personnel
- Access to washrooms for staff and visitors
- Access to staff breakroom
- Keys and locks for the retail concession location

8. **Selected Respondent’s Additional Responsibilities**

   **A. Audits and Records**

   The Selected Respondent:

   - Prepare and provide to the City monthly balance sheet, statement of profit or loss, and net operating income for that fiscal season. This information will be prepared in accordance with Generally Accepted Accounting Principles (GAAP). This information must be accompanied by an auditor’s report as specified in the Agreement.
   - Keep records relating to its operations within the CCC. All records will be made available to the City upon request.
   - Submit an application for PCI compliance with the City.

   **B. Accounting**

   The Selected Respondent will:
• Maintain full, accurate, and complete financial and accounting books, records and reports regarding the concession operations. Maintain all records and accounting in accordance with GAAP. 
• All financial and accounting books, records, and reports will be made available to the City within 10 days of request. 
• Be responsible for collecting and remitting all sales tax owed on the sale of the artwork.

C. Reporting
The Selected Respondent will:
• Keep current and accurate reports regarding the design and build-out of the retail area. 
• Keep current and accurate reports regarding the operation of the store. 
• Keep detailed records of inventory management and payments to artists. 
• Report sales tax collected and remitted.

• All reports will be made available to the City within 10 days of request. DCASE and the selected Respondent will develop a report format and reporting subject matter prior to commencement of services.

D. Personnel
The Selected Respondent will:
• Be responsible for all business operations of the art store, including artist recruitment, staffing, and managing the store’s daily operations. 
• Select, hire, train, furnish, deploy, discipline, discharge, and supervise all employees, agents, subcontractors, and independent contractors deemed necessary or advisable by the Selected Respondent in order for the Selected Respondent to perform the services. 
• Assume full responsibility for the actions of all personnel and shall be solely responsible for their supervision, daily direction and control, remuneration, severance pay and claims, withholding taxes, insurance, social security licenses, and all other actions related to the selected Respondent’s services. Further, all personnel provided by the Selected Respondent will be deemed to be employees of the selected Respondent and will not for any purpose considered employees of the City. 
• Comply with all applicable laws concerned with the hiring and employment of personnel, including the Federal and State of Illinois Equal Employment Opportunity Regulations, and the prevailing wage rate statues. 
• Perform background checks on all employees including criminal background checks, a check against the national sex offender database, fingerprinting, and such other checks as may be required by applicable law. 
• Make all personnel records, reports and background checks available to the City within 10 days of the City’s request. 
• Provide all staff with credentials and lanyards identifying them as current employees of the retail concession operations. The credential is subject to DCASE approval in writing.

E. Marketing, promotions and online retail
DCASE will work collaboratively with the Selected Respondent to promote the art store through DCASE’s established marketing and communication outlets, where possible.

In addition, the Selected Respondent will be expected to:
• Develop a signage plan for the Cultural Center. Signage placement and design require prior approval in writing from DCASE.

• Develop and maintain a marketing campaign that will ensure maximum visibility for the business.

• Develop marketing strategies that allow the business to make sales of its art inventory to the general public.

• Drive revenue by ensuring staff are providing customers with outstanding customer service, helpful product knowledge, building individual customer relationships and handling all customer contacts in a friendly, courteous and professional manner.

• Develop a promotion plan for the store through social media.

In addition to the above, the selected respondent may produce small, in-store public programs to promote the store and its items. All marketing, promotions, and signage plans (including design, text, location, etc.) require prior approval in writing from DCASE.

F. Sponsorship, in-kind trade and grant agreement considerations

The Selected Respondent must have prior approval in writing from DCASE to enter into any sponsorship, in-kind trade or grant agreements that relate to the concession agreement.

G. General Responsibilities

The selected Respondent is subject to inspections by the City of Chicago, and will be required to remedy any default or violation as outlined in the Agreement.

The Selected Respondent must:

• Provide the authorized representative of DCASE with a list of its general manager’s and supervisor’s cell phone numbers.

• Attend building facility meetings, when necessary.

• Take all necessary safety precautions during the prosecution of work and exercise safe practices while on City property.

• Maintain a regular routine of maintenance and housekeeping to ensure safety of employees, customers, Cultural center visitors, and protection of artists’ work.

• Keep supply, storage, and equipment spaces clean and orderly and in compliance with OSHA standards.

• Develop positive business relationships with artists and ensure that artists are paid in a timely manner.
EXHIBIT 9
CULTURAL CENTER CONCESSION ARTWORK STANDARDS

The City of Chicago ("City") Department of Cultural Affairs and Special Events ("DCASE") is dedicated to enriching the City’s artistic vitality and cultural vibrancy. This includes fostering the development of the City’s non-profit arts sector, independent working artists and for-profit arts businesses; providing a framework to guide the City’s future cultural and economic growth, via the Chicago Cultural Plan; marketing the City’s cultural assets to a worldwide audience; and presenting high-quality, free and affordable cultural programs for residents and visitors.

DCASE manages the Chicago Cultural Center and oversees the selection and operation of concessions within that space, including the Cultural Center Art Store. The Art Store is not a public forum; it is the City’s speech, pursuant to the government speech doctrine. In accordance with DCASE’s overall authority for fostering the development of the City’s artistic culture, the purpose of the Art Store is to support the City’s artistic culture by providing the public with an opportunity to purchase original works of art and handmade decorative items made by local artists, and to express the City’s values, such as diversity and inclusion.

To achieve this purpose, the Art Store Concessionaire will search for quality works of art, handmade decorative items, and manufactured goods, all designed by Chicago artists ("art"), that DCASE can endorse to communicate its message to the public. The DCASE Commissioner ("Commissioner") has final approval authority over all art the Art Store Concessionaire proposes to sell or display. The Commissioner will not approve any art for display or sale that DCASE cannot endorse as its own message. The Commissioner will have sole discretion to accept or reject any proposed art based on his determination that it would or would not accomplish DCASE’s purpose. The Commissioner may, at any time, direct the Art Store Concessionaire to remove art that DCASE cannot endorse.

To assist the Art Store Concessionaire in locating appropriate art, the Commissioner issues the following minimum standards, which the Commissioner may revise from time to time. Additionally, the following are meant only to provide guidance to the Art Store Concessionaire; the Commissioner reserves the absolute right to reject any art for any other reason, if he determines, in his sole discretion, that it does not convey a message that is in keeping with DCASE’s mission.

DEFINITIONS:

The terms "sexual conduct," and "sexual excitement" have the same meanings herein as in 720 ILCS 5/11-21(a) (2011) and as such law may be amended, modified or supplemented.

The term "obscene" has the meaning set forth in 720 ILCS 5III-20(b) (2011) and as such law may be amended, modified or supplemented.

LIMITATION UPON MERCHANDISE:

The art and other merchandise that Concessionaire displays or offers for sale may not contain material or information that:

1. is false, misleading, or deceptive;

2. is libelous or defamatory;

3. promotes unlawful or illegal products, services or activities;

4. infringes on any copyright, trade or service mark, patent, trade secret or other intellectual property right of any person or entity;
5. is obscene, pornographic, or sexually-explicit material, including, but not limited to, the depiction of sexual conduct, or sexual excitement; depicts material harmful to minors in violation of Municipal Code Section 8-8-110;

6. depicts excretory subject matter, including feces, urine, and vomit;

7. promotes discrimination, or discriminatory activity, including, but not limited to, action based on a person’s race, color, age, gender, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military service, or discharge status;

8. promotes marijuana, tobacco, vaping, marijuana-products, tobacco-products, or vaping products, or their use, or promotes or depicts entities whose business is substantially derived from the sale of marijuana, tobacco, marijuana products, tobacco products, or vaping products;

9. promotes entities whose business is substantially derived from the sale of alcoholic beverages or promotes the irresponsible use of alcoholic beverages;

10. promotes or appears to promote or depict firearms or their use, or entities whose business is substantially derived from the sale of firearms;

11. advocates imminent lawlessness or violent action, or contains graphic depictions of violence or dismemberment;

12. contains known gang symbols;

13. depicts an unreasonable or offensive act, utterance, gesture or display that creates a clear and present danger of a breach of the peace or imminent threat of violence.
EXHIBIT 11

Sexual Harassment Policy Affidavit (Section 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title:________________________________________

Specification #:____________________

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

(i) the illegality of sexual harassment;
(ii) the definition of sexual harassment; and
(iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: ____________________________________________

(Print or Type)

Signature of Authorized Officer: _________________________________

(Signature)

Title of Signatory: ______________________________________________

(Print or Type)

State of _________________________

County of ______________________

Signed and sworn (or affirmed) to before me on ____________ (date) by ______________________ (name/s of person/s making statement).

_____________________

(Signature of Notary Public)

(Seal)