

**TARGET MARKET
RESPONSES RESTRICTED TO CITY OF CHICAGO OR COOK COUNTY CERTIFIED
MBE/WBE FIRMS IN THIS PARTICULAR AREA OF SPECIALTY
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR PLANNING NOW SERVICES**

- Category 1: Prepare Urban Plans
Category 2: Evaluate Real Estate, Housing, and Economic Development Proposals, and Study
Economic Impacts
Category 3: Prepare for and Manage Development Projects
Category 4: Assist with Development and Sustainability and Resiliency Plans
Category 5: Evaluate and Preserve Historic Properties
Category 6: Support Special Service Areas (SSAs)
Category 7: Support Tax Increment Financing (TIF) Districts

Specification No. 131664

Required for use by:

**CITY OF CHICAGO
Department of Planning and Development**



This RFQ distributed by:

**CITY OF CHICAGO
Department of Procurement Services**

All Qualifications and other communications must be addressed and returned by
November 19, 2015 at 4 p.m. Central Time to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Irma Yamili Lara, Senior Procurement Specialist
Email: irma.lara@cityofchicago.org
Telephone: (312) 744-2344

Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street, Chicago, Illinois 60602

A Pre-Submittal Conference will be held on:
October 5, 2015 at 2:00 p.m. Central Time, at City Hall, 121 N. LaSalle, 11th Floor, Room 1103,
Chicago, Illinois 60602
Attendance is Non-Mandatory, but encouraged.

**RAHM EMANUEL
MAYOR**

**JAMIE L.RHEE
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Scope Categories and Scope of Services
- Exhibit 2: Company Profile Information
- Exhibit 3: Company References/Client Profile Information
- Exhibit 4: Special Conditions for Target Market Professional Service Agreements 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-2: Affidavit of Joint Venture (M/WBE)
 4. Schedule C-3: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant
 5. Schedule D-3: Affidavit of M/WBE Compliance Plan
- Exhibit 5: Online City of Chicago Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgement
- Exhibit 6: Contract Insurance Requirements and Insurance Certificate
- Exhibit 7: City of Chicago's Sample Master Task Order Contract

**TARGET MARKET
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
PLANNING NOW SERVICES**

Specification No. 131664

I. GENERAL INVITATION

1.1 Purpose of the Request for Qualifications

The City of Chicago (“City”), acting through its Department of Planning and Development (“Department”), invites the submission of Qualifications to provide consulting for Planning Now Services for the City. **All City of Chicago certified minority owned and women owned businesses are encouraged to respond to the Target Market version of this RFQ under Specification No. 131664 .** The intent of the RFQ is to identify companies that are qualified to perform services related to one or more of the following seven (7) Scope Categories, which are described in further detail in the Scope section and attached exhibits:

- 1) Prepare Urban Plans
- 2) Evaluate Real Estate, Housing, and Economic Development Proposals, and Study Economic Impacts
- 3) Prepare for and Manage Development Projects
- 4) Assist with Development of Sustainability and Resiliency Plans
- 5) Evaluate and Preserve Historic Properties
- 6) Support Special Service Areas (SSAs)
- 7) Support Tax Increment Financing (TIF) Districts

Companies with expertise and demonstrated experience in these areas, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFQ. Companies can respond to one or more of the seven (7) scope categories as described in further detail in the Scope of Services. All qualified firms are encouraged and invited to apply including without limitation, all those who have been previously awarded Professional Services Agreements (“MCA”) for Planning Now Services. Further, any City of Chicago certified MBE/WBE firms who currently are not included in a City of Chicago pre-qualified MCA vendor pool for Planning Now Services are welcome to submit their Qualifications for one or more Scope Categories, as applicable.

The selected Respondent (hereinafter “**Consultant**”) awarded an MCA shall perform all tasks and functions associated with the Services as required in this RFQ for the applicable Scope Category through a Task Order process described in this RFQ. The City reserves the right to award multiple contracts in one or more Scope Categories to pre-qualified Respondents who pre-qualify for the MCA vendor pool based on their qualifications and specialized experience as a result of this RFQ.

The City may award one or more Professional Services Agreements in each Scope Category to qualified firms as a result of this RFQ, if in the opinion of the CPO the best interests of the City will be served. The work contemplated is professional in nature. It is understood that the Consultant acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Consultant under a contract awarded pursuant to this RFQ are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from

the City. Any contract resulting from this document will require the Consultant to execute a statement of confidentiality.

The Consultant shall be financially solvent and each of its members if a joint venture, its employees, agents or subconsultants of any tier shall be competent to perform the services required under this RFQ document.

1.2 Internet Access to this RFQ

All materials related to the RFQ will be available on the internet at: www.cityofchicago.org/bids.

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 103, City Hall, 121 N. LaSalle Street in Chicago, IL 60602.

A Respondent who chooses to download an RFQ solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda, if any. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Qualifications. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFQ materials. If Respondent chooses to download and print RFQ document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFQ document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFQ.

II. DEFINITIONS

"Agreement" or "Professional Service Agreement" (PSA) means the contract, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions as attached in Exhibit 7 of this RFQ and entered into between the Consultant and City of Chicago.

"Consultant" or "Contractor" means the vendor(s) selected for a pre-qualified vendor pool pursuant to the City's RFQ process and who are awarded an MCA for specific Scope Categories and thereby eligible to respond to Task Order Requests for specific Scope Categories.

"Chief Procurement Officer" (CPO) means the Chief Procurement Officer for the City of Chicago.

"Commissioner" means the chief executive officer of the participating City of Chicago Department(s).

"Comptroller" means the chief executive officer for the City of Chicago, Department of Finance.

"Department" means the City of Chicago Department of Planning and Development, Department of Procurement Services or other participating City departments.

"Master Consulting Agreement" (MCA) or "Master Task Order Contract" means the task-order based consulting agreement under which Task Orders are issued.

“Respondent” means the companies or individuals who submit their Qualifications in response to this RFQ.

“Services” means performance of all tasks, activities and deliverables associated with individual Task Orders as performed by qualified and licensed personnel of the Consultant for each applicable scope category in Exhibit 1, Scope Categories and Scope of Services.

“Task Order Request” or (TOR) means the solicitation document issued by a user department for a specific task or tasks pertaining to the scope of services required by the user department during the term of the Agreement. The Consultants will respond to the Department’s TOR by submitting a complete Task Order proposal for the Department’s review and approval.

“Task Order” means the individual project defined by the user department within the scope of the MCA and awarded to the selected vendor based on their Task Order proposal in response to a Task Order Request.

“Qualifications” means the documents submitted in response to this RFQ.

III. SCOPES OF SERVICES

This RFQ is non-project specific. Accordingly, selected vendors will be awarded Task Order driven Professional Services Agreements, whereby an estimated maximum compensation limit will be established for the duration of the contract term and adjusted by amendment, if necessary. The City will negotiate compensation schedules with selected vendors prior to contract award and incorporate the rates for both the Consultant as prime contractor and each identified subcontractor, if any, into the Agreement.

3.1 Task Order Requests

From time to time the Commissioner and the CPO may issue Task Order Requests which are within the scope of the awarded Master Consulting Agreement (MCA). Task Order Requests (TOR), if any, will set forth the project for which services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a work plan, time schedule, budget, deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Professional Services Agreement. Consultant must not respond to any TOR not approved in writing by the Commissioner and the Chief Procurement Officer or designee and/or not within the scope of service for the category awarded in the Professional Services Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Master Consulting Agreement and the City is not liable for any additional costs.

In the event that a prospective project will be funded in whole or part with funds other than City of Chicago funds, the City Department of Planning and Development will, based upon the funds that will be used, confirm that such funds are eligible to be spent through this RFQ and supplement the Task Order Request with such additional conditions as may be necessary applicable to the particular source of funding, and consultant shall be required to abide by such additional conditions for that specific project.

Following Consultant’s submission of a Task Order proposal in response to the TOR, the Commissioner and the Chief Procurement Officer will review the Task Order proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope

or fee of the project and the project completion date, the Consultant must submit a signed, revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one Consultant in order to obtain competitive proposals.

Task Order Proposals

The Consultant must respond to a Task Order Request by submitting a Task Order proposal to the Commissioner which describes the Consultant's approach and plan for performing those services and contains a time schedule for completion of services, deliverables to be provided and a schedule for delivery, a staffing schedule, a cost proposal, and MBE/WBE utilization all of which conform to the terms of the Task Order Request and the terms and conditions of the Professional Services Agreement. Task Order proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Task Order proposals will not be a reimbursable cost under the Agreement.

Task Order proposals satisfactory to the Commissioner must be signed on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed issued by the Department. The Consultant will not commence services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

Notwithstanding anything to the contrary contained in this Agreement, if any Task Order contains terms that are inconsistent or conflict with this Agreement, or shift the risk allocation contemplated in this Agreement, such Task Order must be treated as an amendment pursuant to MCA Section 3.1.9. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Consultant under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Agreement may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to MCA Section 3.1.9.

The Consultant acknowledges and agrees that the City either may select from among those proposals submitted in response to a Task Order Request that Task Order proposal which is in the best interests of the City or may reject any and all Task Order proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order

may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no services relating to a Task Order proposal until such approval is obtained.

Task Order Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Task Order Proposal on a timely basis may result in rejection of the proposal.

The City reserves the right, at its option, either to accept a Task Order Proposal as submitted by the Consultant, reject the Task Order Proposal, or to negotiate a more satisfactory Task Order Proposal with one or more Consultants.

3.2 Description of Services

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

3.3 Contract Term

Any Master Consulting Agreement awarded pursuant to this RFQ solicitation shall be for a base contract period not to exceed five (5) years with two (2) one-year extension options.

IV GENERAL INFORMATION AND GUIDELINES

4.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Irma Yamili Lara, at irma.lara@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on October 9, 2015. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Submittal Conference.

All questions and requests for clarification must be submitted via e-mail using the provided template- "Clarifying Questions Template." The subject line of the e-mail must clearly indicate that the contents are "Questions and Request for Clarification" about the RFQ and are "Not a Qualifications submission" and must refer to "Request for Qualifications ("RFQ") for Planning Now Services, Specification No. 131664 – Target Market" No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Submittal Conference

The City will hold a Pre-Submittal Conference in City Hall, 121 N. LaSalle, 11th Floor, Room 1103, Chicago, Illinois 60602, at 2:00 p.m., Central Time on October 5, 2015. The City requests that all parties planning on attending the Pre-Submittal Conference notify Irma Yamili Lara prior to the Pre-Submittal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFQ at the Pre-Submittal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to the deadline for receipt of questions per Section 4.1.A.

4.2 Deadline and Procedures for Submitting Qualifications

1. The City is initiating an open qualifications process for this RFQ, whereby Respondents are invited to submit their Qualifications for one or more of the seven Scope Categories for Planning Now Services to the City. Again, Respondents should note that the City encourages comprehensive responses to this RFQ identifying Respondents ability to directly or indirectly provide the required services. Resource sharing from a single source Respondent will be a factor in evaluation and selection related to this RFQ.
2. To be assured of consideration, Qualifications responses must be received by the City of Chicago in the City's Bid & Bond Room (Room 103 , City Hall) no later than 4:00 P.M. Central Time on November 19, 2015. The Bid & Bond Room can be reached at telephone number 312-744-9773.
3. The City may, but is not required to accept Qualifications that are not received by the date and time set forth in Section 4.1.A above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Qualifications responses.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Qualifications must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Qualifications responses to this RFQ will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Qualifications are received as required.

4. Qualifications must be delivered to the following address:
Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
5. Respondent must submit 1 hardcopy original, 10 electronic copies in a searchable pdf format on a USB drive or CD-ROM and 1 redacted copy of the submission in searchable pdf. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized officer of the business entity on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
6. The outside of each sealed envelope or box must be labeled as follows:

Qualifications Enclosed

Target Market Request for Qualifications (RFQ) for Planning Now Services
Specification No. 131664

Due: 4:00 p.m. Central Time, November 19, 2015.

Submitted by: (Name of Respondent)

Package ____ of ____

7. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Qualifications submittal shall neither be deemed nor constitute acceptance by the City of Respondent's Qualifications. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFQ to which Respondent has responded, determine if a Qualifications response was submitted by the date and time specified herein.

4.3 RFQ Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFQ can be located in the following areas of the City's website: www.cityofchicago.org/Procurement:

- Search MBE/WBE Directory Database
- Pre-Submittal Conference Attendees
- Addenda and Exhibits, if any.

4.4 Procurement Timetable

The timetable for the RFQ solicitation is summarized below. Note that these are target dates and are subject to change by the City.

Key Activity	Target Date
City Issues RFQ	September 21, 2015
Pre-Submittal Conference	October 5, 2015
Post-Conference Questions Due	October 9, 2015
Qualifications Due	November 19, 2015

4.5 Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Qualifications, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of Qualifications which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of Qualifications as confidential, Respondent must:

- A. Mark the cover page as follows: "This RFQ submittal includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Qualifications submittal."
- C. Provide a CD-ROM with a redacted copy of the entire Qualifications or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming Qualifications as non-responsive.

All Qualifications submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

All submissions are subject to the Freedom of Information Act.

V PREPARING QUALIFICATIONS: REQUIRED INFORMATION

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

5.1 Format of Qualifications

Qualifications response 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, 10 electronic copies in a searchable pdf format on a USB drive or CD-ROM.

Respondents may submit a Qualifications response for one or more Scope Categories described in Exhibit 1, Scope Categories and Scope of Services. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below in Section 5.2 . For each proposed Scope Category (1 to 7), separate applicable information (Sections 5.2.2 through 5.2.6) pertinent to particular Scope Categories by a tabbed divider so the City can clearly distinguish Qualifications submitted under each Scope Category. If the same information applies to one or more Scope Categories include a statement in that section. Sections 5.2.1 (cover letter) and 5.2.7 through 5.2.10 will be considered universal to all proposed Scope Categories and thereby only one submittal is necessary in your response.

Each page of the Qualifications must be numbered in a manner so as to be uniquely identified.

Qualifications response must be clear, concise and well organized. Respondent is strongly discouraged from including promotional or marketing materials not related specifically to the focus of this RFQ.

5.2 Required Contents of Qualifications

Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ may be cause for rejection of the non-compliant Qualifications response. Respondent must provide information in the appropriate areas throughout the RFQ. By submitting a response to this RFQ, you are acknowledging that if your Qualifications are accepted by the City, your Qualifications response and related submittals may become part of the contract.

At a minimum, the Qualifications response must include the following items:

5.2.1 Cover Letter

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

- (i) Identify the specific Scope Categories as described in Exhibit 1, Scope Categories and Scope of Services that apply to this Qualifications submission.
- (ii) Indicate the number of years the company has been in business, and provide an overview of the experience and background of the company and its key personnel committed in each proposed Scope Category.
- (iii) Identify the legal name of the company, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- (iv) Indicate the name, telephone number(s) and e-mail address of the principal contact for this submittal, oral presentation or negotiations.
- (v) Include a letter addressed to the CPO with a statement accepting the City of Chicago's standard contract terms and conditions as stipulated in the Sample Master Task Order Contract in Exhibit 7 of this RFQ.
- (vi) Acknowledge receipt of Addendum issued by the City, if any.

5.2.2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Qualifications would achieve those objectives. The summary must discuss Respondent's overall strategy and methodology for successfully implementing and managing projects specific to each Scope Category for the City of Chicago; capacity to perform, and approach to project management,

satisfying the scope of services in the RFQ and any additional factors for the City's consideration.

5.2.3 Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to the specific Scope Category.

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

A. Company Profile Information (See Form in Exhibit 2)

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

- (i) Schedule B-2 as shown in Exhibit 4, if joint venture includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 5.
- (iii) Insurance certificate in the name of the joint venture business entity

B. Company References/Client Profile Information (See Form in Exhibit 3)

Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFQ. Only 1 reference from the City of Chicago will be accepted. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of Services provided similar to the Services outlined in Exhibit 1 of this RFQ.
- The date when the Service was implemented.
- The location of the project.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) Identify Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Contract.

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.

C. Acceptance of Master Consulting Agreement Terms

The City will require the selected Respondent to accept the terms and conditions as detailed in the MCA, attached to this RFQ as Exhibit 7. Respondents may not take exception to these Terms and Conditions. The City does not anticipate negotiation of any of the Terms and Conditions, but reserves the right to modify them at its discretion and make such edits available to all companies being awarded MCAs. All selected Respondents will receive a final Professional Services Agreement, to be executed based on the MCA attached as Exhibit 7. Respondent must submit a letter addressed to the CPO with a statement accepting the City's terms and conditions to be adhered to during the agreement term, if awarded an MCA. This is necessary to ensure that all selected Respondents submitting proposals in response to Task Order Requests, issued by the Departments, will be governed by like Terms and Conditions for consistency.

Respondent's failure to indicate acceptance of the MCA may result in rejection of its Qualifications.

D. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFQ in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subconsultants, including evidence that Respondent is authorized by the

Secretary of State to do business in the State of Illinois. Provide copies with the Qualifications submission.

If Respondent is not currently “doing business” in Illinois at the time of the submission, it is not required to show corporate good standing in Illinois with the response; Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract.

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/businessaffairs.

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: (<http://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/DPR/>.

5.2.4 Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Scope Category.

Respondent must provide a summary of individuals who will be dedicated to the Services described in each Scope Category. For each key person identified, Respondent must provide the following information:

- (i) Summary of the key personnel who will be dedicated to the Services as proposed.
- (ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- (iii) 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 RFQ. Respondent must provide the following information:
 - a) Title and reporting responsibility.
 - b) Proposed role in this Scope Category, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - c) Pertinent areas of expertise and past experience
 - d) Base location (local facility, as applicable)
 - e) Resumes or corporate personnel profiles which describe their overall experience and expertise.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (executives, project managers and key staff, etc.). Add any other types of staff/personnel whom the Respondent may propose for any Task Order.

The City recognizes that key personnel and corresponding staffing plans will vary depending upon the project scope, but the City seeks to determine the qualifications of proposed key personnel.

5.2.5 Approach, Strategy and Methodology for Implementing Engagements

A. Approach to Implementing Services

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

B. Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subconsultants if known); their relationship in terms of proposed Services; and key personnel involved and the specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described. The City recognizes that subconsultants, if any, will vary depending upon the scope of the project and will be identified at the Task Order level, but the City seeks to determine team structure if known for any given project within a Scope Category based on existing business arrangements.

Note: Under the Target Market program, the City of Chicago certified MBE/WBE firm as the prime must perform at least 50% of the work with their own workforce and thereby cannot subcontract more than 50% of the work to non-certified firms. See Target Market MBE/WBE Special Conditions in Exhibit 4.

C. Dedicated Resources

Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies and other resources available for implementing any proposed Services for the City's consideration.

5.2.6 Minority and Women Business Enterprises Commitment

Respondent must submit a copy of its current City of Chicago or Cook County MBE/WBE certification letter.

Under the Target Market program, a City of Chicago certified MBE and/or WBE firm who is certified in the area of specialty for each Scope Category for which they qualify satisfies the compliance requirement through its own certification and will not be required to identify another MBE or WBE firm, as applicable.

Any Respondent who is NOT currently certified with the City of Chicago in the area of specialty related to the proposed Scope Category will not be eligible for MCA award under the Target Market program.

5.2.7 Financial Statements

Respondent must 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 will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposed submission. 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 Qualifications 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 un-audited 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.

5.2.8 Economic Disclosure Statement and Affidavit (“EDS”), Attachment A: Online EDS Acknowledgement.

Respondent shall complete an Economic Disclosure Statement and Affidavit, including those sections pertaining to federally funded matters, Attachment A: Online EDS Acknowledgement. **See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in 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 the 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. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their Qualifications: 1) Certificate of Filing printed from system, 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form**

The Respondent submitting as the prime must submit the above referenced EDS documents with its Qualifications. Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

5.2.9 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:

- A. A debtor in bankruptcy; or
- B. 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
- C. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or

- D. A defendant in any criminal action; or
- E. 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
- F. 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
- G. 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.

5.2.10 Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 6.

VI EVALUATING QUALIFICATIONS

6.1 Evaluation Process

An Evaluation Committee, which will include the representatives from the Department of Planning and Development and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Qualifications, as described below.

In evaluating Qualifications, the EC will first consider the completeness and responsiveness of the Respondent's Qualifications submission. The Qualifications evaluation process is organized into three phases:

- Phase I - Preliminary Qualifications Assessment
- Phase II - Qualifications Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

Phase I - Preliminary Qualifications Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V, 5.2., Required Content of the Qualifications. Qualifications responses which are incomplete and missing key components necessary to fully evaluate the Qualifications may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Qualifications providing responses to all sections will be eligible for detailed analysis in Phase II, Qualifications Evaluation.

Phase II - Qualifications Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Qualifications meets the service requirements set forth in the RFQ. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed approach, strategy and methodology for implementing engagements and other factors based on the evaluation criteria outlined in Section 6.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section V, for each Qualifications submission received. The EC may also review other 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 Qualifications or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Qualifications response 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 Qualifications responses as it deems necessary.

6.2 Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Qualifications to determine overall responsiveness and completeness of the Qualifications with respect to the components outlined in the RFQ using the following criteria (not necessarily listed in order of importance):

A. Professional and Technical Competence:

1. Ability to provide the Services described in the RFQ, including capacity to perform the Scope of Services for the specific Scope Category described in Exhibit 1 of this RFQ.
2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies) for the specific Scope Category.
3. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago for the specific Scope Category.
4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget 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.

B. Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for implementing engagements within the specific Scope Category.

The Evaluation Committee will review each Qualifications response 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 and approach to implementing engagements within the specific Scope Category.

C. Certification Letter from the City of Chicago or Cook County confirming Respondent is currently certified with the City of Chicago as an MBE/WBE firm in the applicable area of specialty associated with each proposed Scope Category.

- D. Legal Actions - 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.
- E. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- F. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 5.
- G. Acceptance of the City's Terms and Conditions in the sample Master Task Order in Exhibit 7 enabling the City to successfully award a contract.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Qualifications response, 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 RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration.

VII SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Qualifications in Phase II, it may submit to the Commissioner of the Department of Planning and Development and Chief Procurement Officer 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 Qualifications.

Phase III- Site Visit and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information that was submitted in Respondent's Qualifications response; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Commissioner of the Department of Planning and Development.

If the Commissioner recommends one or more Respondents for selection, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into maximum rate negotiations with the selected Respondent(s). The City of Chicago will request a fee schedule from each selected Respondent for each year of the base contract term and option years and reserves the right to negotiate competitive maximum rates with each selected Respondent prior to the award of the Master Task Order Contract.

The City will require the selected Respondent(s) to participate in price negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the

selected Respondent(s), including failure to agree on a fair and reasonable compensation schedule for the Services or any other terms or conditions, the Commissioner may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent(s).

The City reserves the right to terminate this RFQ solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interest. The receipt of Qualifications or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

VIII. ADDITIONAL DETAILS OF THE RFQ PROCESS

8.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take out Sheet" prior to the Qualifications due date. A copy of addenda associated with this RFQ specification number will also be posted on the City of Chicago's Department of Procurement Services website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFQ package from the Bid & Bond Room and leave a business card, e-mail BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFQ prior to the Qualifications due date. Each addendum is incorporated as part of the RFQ documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid & Bond room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid & Bond Room 103, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement Services website: www.cityofchicago.org/Procurement

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Submittal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV 4.1 A herein.

8.2 City's Rights to Reject Qualifications

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Qualifications that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required by this RFQ. If no Respondent is selected through this RFQ process, then the Chief Procurement Officer may utilize any other

procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFQ or as may otherwise be so required.

8.3 No Liability for Costs

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subconsultants, or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the Qualifications and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

8.4 No Guarantee of Awarded Work

If a Respondent is selected and a MCA fully executed, the City of Chicago does not guarantee that any work will be awarded. Responses to Task Order Requests submitted by pre-qualified vendors in the pool for each respective Scope Category will undergo an evaluation and selection process for each Task Order Request. Pre-qualified vendors must respond to Task Order Request and undergo the evaluation and selection process to be eligible for awarded work.

8.5 Prohibition on Certain Contributions.- Mayoral Executive Order No. 2011-4

No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subconsultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subconsultant of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Consultant's bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Consultant and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

8.6 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)

EXHIBIT 1

SCOPE CATEGORIES AND SCOPE OF SERVICES

SCOPE CATEGORIES AND SCOPE OF SERVICES

I. DESCRIPTION OF SERVICES

Respondent may submit Qualifications for one or more of the following Scope Categories.

The seven (7) Scope Categories and associated tasks are as follows:

Category 1: Prepare Urban Plans

- Conduct studies that identify broad economic trends and potential areas of growth for the city and its neighborhoods;
- Gather historic and current qualitative data for a planning area through research and community discussions;
- Compile quantitative data from published sources;
- Document existing zoning and land uses and suggest improvements;
- Research previous plans and summarize existing recommendations;
- Recommend concrete redevelopment plans, including special district designations;
- Create well-designed documents that explain City proposals;
- Draw architectural and urban design visuals that clarify City proposals;
- Estimate costs for City proposals and options for financing;

Category 2: Evaluate Real Estate, Housing, and Economic Development Proposals, and Study Economic Impacts

- Evaluate real estate for productive economic development uses, including market demand, site constraints and infrastructural needs.
- Evaluate real estate development proposals submitted to the City, including how that development fits into larger assessments of need in the surrounding area, overall project feasibility, construction cost estimates, income and expense projections, and ownership and financing structures;
- Analyze market demand for proposals, including residential, retail, office, open space, and environmental uses;
- Estimate economic impacts of proposals, including impacts on employment and public finances;
- Project real estate tax assessments for proposed projects, including the impact on captured tax increment for underlying tax increment financing districts;
- Conduct financial, cost and pro forma, and economic impact analyses;
- Study real estate, retail, and other market segments;

Category 3: Prepare for and Manage Development Projects

- Pre-develop priority projects, including development team selection, programming, and budgeting and scheduling;
- Design projects, including cost estimating and budgeting, scheduling, value engineering, design review and oversight, and contractibility review;
- Manage construction of projects, including procurement, field observation, quality assessment, compliance and project closeout;
- Monitor construction, operations and compliance of projects over time;

Category 4: Assist with Development of Sustainability and Resiliency Plans

- Review City and other publicly accessible data to create new data sets that can provide insights and metrics in the areas of economic sustainability/resiliency, social sustainability/resiliency, environmental sustainability/resiliency and cultural sustainability/resiliency;
- Develop models using appropriate metrics and other related data to track the effectiveness of sustainability/resiliency efforts as well as to identify and measure co-benefits;
- Analyze national and international trends in economic sustainability/resiliency, social sustainability/resiliency, environmental sustainability/resiliency and cultural sustainability/resiliency to develop policy and program recommendations;
- Provide interpretations of data and policy and program recommendations in various digital formats for a range of stakeholders;

Category 5: Evaluate and Preserve Historic Properties

- Identify and evaluate properties with potential historic significance, including the preparation of reports and other materials to support efforts at designation;
- Support the restoration of historic properties, including researching applicable codes and guidelines to which the restoration must adhere, drafting architectural and engineering documents, and preparing supporting documentation as needed;

Category 6: Support Special Service Areas (SSAs)

- Review SSA designation start-up costs incurred by SSA Sponsor Agencies;
- Monitor SSA operations to uncover any possible unallowable costs, inadequate performance, or other auditable failures by the Agencies;
- Conduct SSA training sessions as needed;

Category 7: Support Tax Increment Financing (TIF) Districts

- Conduct TIF eligibility, housing impact and tax increment analysis for proposed districts or district amendments;
- Produce TIF district reports, goals, and market trend analysis;
- Support TIF projects undergoing the legislative review process;
- Perform tax increment and tax code analysis;
- Participate in administrative maintenance of TIF related documentation and data in accordance with but not limited to the TIF Act and Sunshine Ordinance;

II. PROJECT MANEGEMENT OVERVIEW

- A. **Role of the City** - The Department of Planning and Development, through the Department's designated Project Manager, will oversee all aspects of the project including; assembling a City staff project team, evaluating and selecting Consultants and tasks related to the overall project, managing project goals, setting project time lines, reviewing and approving Consultant's reports or other deliverables, and making payments to the Consultant. The Department's Project Manager has the final authority in all project related decisions.
- B. **Role of the Consultant** - Consultant will meet as necessary with the Project Manager and relevant City task force as necessary. Under the direction of the Department's Project Manager, in addition the project scope of work Consultant shall provide the following supportive services, as needed, which include, but are not limited to the following:
- Writing, graphic presentation, and document design;
 - Maintaining project files;
 - Assisting in the preparation of meetings and / or attending and participating in meetings as needed;
 - Create progress reports (i.e., weekly, monthly, etc.) as requested;
 - Working on-site at the Department of Planning and Development related to the 7 scope of work categories.

EXHIBIT 2

COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

CATEGORY: _____

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/Subcontractor 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 strategy for providing Planning Now Services in the proposed Scope Category for clients:

(13) Briefly describe your firm's experience with Planning Now Services in the proposed Scope Category for clients:

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

CATEGORY: _____

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references. Only 1 reference from the City of Chicago will be accepted.

(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: _____ Completion Date: _____

(10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____

(11) Describe how the client's goals were met. Describe the Planning Now Services in the proposed Scope Category offered and implemented. Attach additional pages, as necessary.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

(13) Is the client still utilizing the Planning Now Services in the proposed Scope Category?

(14) What was the cost/financing structure of the contract?

EXHIBIT 4

**TARGET MARKET PROFESSIONAL SERVICES MASTER CONSULTING AGREEMENT
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES**



CITY OF CHICAGO
Department of Procurement Services
Jamie L. Rhee, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284
Fax: 312-744-3281

SPECIAL CONDITIONS for Target Market Professional Service Agreements MBE/WBE

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR Target Market Professional Service Agreements

I. POLICY AND TERMS

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with section 2-92-420 et. seq. of the Municipal Code of Chicago (MCC) 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 agreement.

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 twenty-five percent (25%) of the annual dollar value of all non-construction contracts to certified MBEs and five percent (5%) of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Pursuant to Section 2-92-460 of the Municipal Code of Chicago, the Chief Procurement Officer has implemented the Target Market Program that seeks to award competitively or on a negotiated bid process to certified **MBEs the established goal of 10% of the annual dollar value of all non-construction contracts and to certified WBEs 1% of the annual dollar value of all non-construction contracts.**

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Task Order goals.

II. DEFINITIONS

- a. "Area of Specialty" means the description of a MBEs 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 and 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 towards 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 consultants to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant in response to a bid solicitation, request for proposal, request for qualification or task order request (issued in accordance with the Professional Services Agreement) that issued by the City.
- d. "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.
- e. "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.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the Task Order, 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 Task Order 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.
- h. "Contract Compliance Administrator" means the officer appointed pursuant to MCC Section 2-92-490.
- i. "Consultant" 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.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Task Order will count as Direct Participation toward the Task Order Specific Goals.
- k. "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. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms.
- l. "Good Faith Efforts" means actions undertaken by a bidder or consultant 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.
 - m. "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 Consultant's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant.)
 - n. "Minority 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.
 - o. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
 - p. "Proposal" means the detailed description of the Services to be provided by the consultant in response to a Task Order Request issued in accordance with the Professional Services Agreement.
 - q. "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 the Task Order 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.
 - r. "Task Order" means an approved Proposal, as modified by negotiation between the City and consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Professional Services Agreement.
 - s. "Women 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.
 - t. "Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or Cook County or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

III. ELIGIBILITY

- A. Task Orders included in the Target Market Program can be either MBE Target Market Task Orders, WBE Target Market Task Orders or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Task Orders, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Task Orders. On solicitations open to both MBEs and WBEs joint ventures are allowed between both MBEs and WBEs.
- B. If the bidder is a joint venture, the bidder must provide a copy of the Joint Venture agreement and a Schedule B-2 with its proposal for the Professional Services Agreement. In order to demonstrate each MBE/WBE partner's share in the ownership and control of the joint venture, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other activities 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).
- C. Task Orders included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in in the Task Order's designated commodity area(s) by successfully being certified by the City's Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.
- D. The vendor may not subcontract more than fifty percent (50%) of the dollar value of the Task Order to subconsultants who are not MBEs or WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a Task Order consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a consultant subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- E. MBE or WBE firms will be allowed to participate in this Target Market Task Order only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE firms participating in the Task Order being a part of the bid/proposal response.
- F. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market Program.
- G. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude

a vendor from the Target Market Program is final and non-appealable. The Chief Procurement Officer shall review the participation of any vendor in the Target Market Program which has been awarded as the prime vendor in a calendar year either; (i) five (5) or more Target Market Contracts; or (ii) Target Market Contracts with a total estimated value in excess of one million dollars (\$1,000,000); provided, however, that each contract used in the above computation has an estimated value in excess of ten thousand dollars (\$10,000). The factors which will be considered by the Chief Procurement Officer include:

- i. the total number and estimated value of both Target Market and other City contracts awarded to the consultant;
- ii. the total number and estimated value of both Target Market and other City contracts awarded to the consultant in a specific specialty area;
- iii. the percentage of the number of both Target Market and other City contracts awarded to the consultant in a specific commodity area;
- iv. the percentage of the total estimated value of both Target Market and other City Contracts awarded to the consultant in a specific commodity area;
- v. the extent to which the Vendor is dominating the Target Market Program to the undue detriment of other consultants or the City; and
- vi. any other factors deemed relevant by the Chief Procurement Officer.

IV. PROCEDURE TO DETERMINE TASK ORDER PROPOSAL COMPLIANCE

The following documents constitute the bidder's MBE/WBE proposal, and must be submitted by the bidder in response to a Task Order proposal request issued pursuant to the Master Consulting Agreement in accordance with the guidelines stated:

A. Schedule C-3

The bidder must submit the appropriate Schedule C-3 with its proposal in response to a request for Task Order proposals for each MBE and WBE subconsultant included on the Schedule D-3. The City encourages subconsultants to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-3 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE subconsultant and the agreed upon rates/prices. Each Schedule C-3 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-3 has been submitted with the bid, an executed original Schedule C-3 must be submitted by the bidder for each MBE and WBE included on the Schedule D-3 within five (5) business days after the date of the bid opening.

In the event the Vendor fails to submit any Schedule C-3s with its bid/proposal, the City will presume that no subconsultants are performing services related to the Task Order absent evidence to the contrary.

B. 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 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-3, must conform to their stated Area of Specialty.

C. Schedule D-3

Bidders must submit, together with the its proposal in response to a request for a Task Order proposal, a completed Schedule D-3 committing them to the utilization of each listed firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. All commitments made by the bidder's Schedule D-3 must conform to those presented in the submitted Schedule C-3(s).

V. **REPORTING REQUIREMENTS DURING THE TERM OF THE TASK ORDER**

A. The Consultant will, not later than thirty (30) calendar days from the award of a Task Order by the City, execute formal contracts or purchase orders with the MBE and WBE subconsultants listed on its Schedule D-3 form. These written agreements will be made available to the Chief Procurement Officer upon request.

B. The consultant will be responsible for reporting payments to all subconsultants on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the consultant 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 consultant with instructions to report payments that have been made in the prior month to each subconsultant. The reporting of payments to all subconsultants 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 consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE 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. Consultant and subconsultant 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 consultant 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 consultant's books and records, including without limitation payroll records,

tax returns and records and books of account, to determine the consultant's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the Task Order. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the consultant's records by any officer or official of the City for any purpose.

- F. The consultant 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 final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

VI. ADVANCES AND EXPEDITED PAYMENTS

A. A vendor bidding on a Target Market Task Order may request in its bid/proposal that it receive a portion of the estimated contract value at the time of award as an advance to cover start-up and mobilization costs, which the Chief Procurement Officer may deny, or grant in whole or in part. The Chief Procurement Officer will not accept requests made after bid/proposal opening. The Chief Procurement Officer may grant advances not exceeding the lesser of: (i) ten percent (10%) of the estimated contract value; or (ii) two hundred thousand dollars (\$200,000).

B. Advances will be liquidated, and hence the City will receive a credit for these advances against payments due under the Task Order, commencing at the time of the first payment to the Consultant after the payment of the advance. The City shall be entitled to be repaid in full no later than such time as the City pays fifty percent (50%) or more of the estimated Task Order value to the Consultant, or at the midpoint of the initial Task Order term.

C. In the event a vendor does not perform as required by the Task Order and thus is not entitled to all, or part of, any Task Order advances or expedited payments it has received, the City shall be entitled to take appropriate actions to recover these excessive payments, including, but not limited to, liquidation against vouchers for commodities/services rendered for other awarded contracts or future bid deposits, restitution sought from the performance bond, a determination that the consultant is non-responsive, or decertification. These remedies are in addition to all remedies otherwise available to the City pursuant to the Task Order, at law, or at equity.

D. Due to the nature of term agreements (annual contracts with depends upon requirements contract values), there is no guarantee of the contract against which the advance can be measured or liquidated. Therefore, advances will be granted for term agreements based upon reasonable estimates at the discretion of the Chief Procurement Officer.

VII. COMPLIANCE

A. The Contract Compliance Administrator shall be entitled to examine on five business days notice, the Consultant's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Consultant is in compliance with the requirements of the Target Market Program and the status of any MBE or WBE performing any portion of the Task Order. Such rights are in addition to any other audit inspection rights contained in the Task Order.

B. It is a material breach of the Task Order if the vendor, a joint venturer, or subconsultant is disqualified as a MBE or WBE, such status was a factor in Task Order award, and the status was misrepresented by the consultant or any joint venturer. Such a breach shall entitle the City to declare a

default, terminate the Task Order and exercise those remedies provided for in the Task Order, at law, or in equity.

C. In the event that the vendor is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the Consultant shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due under the Task Order may be withheld until corrective action is taken.

VIII. ARBITRATION

A. In the event a consultant has not complied with the contractual MBE/WBE percentages in its Schedule D-3, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the consultant 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 consultant 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 consultant and a MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the consultant in writing to initiate the arbitative 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 consultant 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's 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.

IX. 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 related to bidder or consultant and subconsultant obligations.

X. RESOURCE AGENCIES

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program
500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
Attn: General Services
(312)353-4528

S.B.A. - Bond Guarantee Program
Surety Bond
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert P. Murphy, Area Regional Administrator
(312) 353-7381

Project information and general MBE/WBE Program information:

Office of Compliance
Attn: Supplier Diversity Program
333 S. State Street Suite 540
Chicago, Illinois 60604
Telephone: (312) 747-7778
Email: integrity@cityofchicago.org

City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Irma Yamili Lara
Buyer Phone# (312) 744-2344

Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available in the Bid and Bond Room, Department of Procurement Services, City Hall, Room 103, Chicago, Illinois 60602, Monday through Friday between the hours of 8:40 am to 10:45 am and 12:00 pm to 3:30 pm.

CITY OF CHICAGO Department of Procurement Services
ATTACHMENT A: Assist Agencies (January 2012)



CITY OF CHICAGO
ASSIST AGENCY LIST

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.

<p>51st Street Business Association 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: alexisbivens@yahoo.com 51stStreetWeekly.com</p> <p>Asian American Business Expo 207 E. Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p> <p>Asian American Institute 4753 N. Broadway St. Suite 502 Chicago, IL 60640 Phone: 773-271-0899 Fax: 773-271-1982 Email: kfemicola@aaichicago.org Web: www.aaichicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: 847-525-9693 Email: nakmancorp@aol.com</p> <p>Black Contractors United 11906 S. Michigan Chicago, IL 60628 Phone: 773-483-4000 Fax: 773-483-4150 Email: bcunewera@att.net Web: www.blackcontractorsunited.com</p> <p>Chatham Business Association Small Business Development, Inc. 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-994-9871 Email: melindakelly@cbaworks.org Web: www.cbaworks.org</p>	<p>Chicago Area Gay & Lesbian Chamber of Commerce 3179 N. Clark St. Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: info@glchamber.org Web: www.glchamber.org</p> <p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-8880 Fax: 312-755-8890 Email: pbarreda@chicagomsgdc.org Web: www.chicagomsgdc.org</p> <p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-285-5800 Fax: 773-285-7772 Email: president@thechicagourbanleague.org Web: www.cul-chicago.org</p> <p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org</p> <p>Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: 312-243-5149 Email: johnrev.hatchett@comcast.net</p> <p>Cosmopolitan Chamber of Commerce 30 E. Adams Suite 1050 Chicago, IL 60603 Phone: 312-499-0611 Fax: 312-701-0095 Email: ccarey@cosmococ.org Web: www.cosmochamber.org</p>
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<p>Developing Communities Project, Inc. 212 East 95th Street Chicago, Illinois 60619 Phone: 773-928-2500 Fax: 773-928-2513 Email: thightower@dcpchicago.org Web: www.dcpchicago.org</p> <p>Eighteenth Street Development Corporation 1843 S. Carpenter Chicago, IL 60608 Phone: 312-733-2287 Fax: 773-353-1683 asoto@eighteenthstreet.org www.eiqhteenthstreet.org</p> <p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: 312-360-1122 Fax: 312-360-0239 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p> <p>Hispanic American Construction Industry Association (HACIA) 650 W. Lake St. Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: info@haciaworks.org Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: 312-425-9500 Fax: 312-425-9510 Email: oduque@ihccbbusiness.net Web: www.ihccbbusiness.net</p> <p>Latin American Chamber of Commerce 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@latinamericanchamberofcommerce.com Web: www.latinamericanchamberofcommerce.com</p> <p>National Association of Women Business Owners 3332 W. Foster #121 Chicago, IL 60625 Phone: 312-224-2605 Fax: 847-679-6291 Email: info@nawbochicago.org Web: www.nawbochicago.org</p>	<p>National Organization of Minority Engineers 33 W. Monroe Suite 1505 Chicago, IL 60603 Phone: 312-425-9560 Fax: 312-425-9564 Email: shandy@infrastructure-eng.com Web: www.nomeonline.org</p> <p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: 773-373-3366 Fax: 773-373-3571 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org</p> <p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org</p> <p>Suburban Minority Contractors Association 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-852-5010 Fax: 847-382-1787 Email: aprilcobra@hotmail.com Web: www.suburbanblackcontractors.org</p> <p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Fax: 708-366-5418 Email: mkm@mkmservices.com Web: www.wcoeusa.org</p> <p>Women's Business Development Center 8 S. Michigan Ave., Suite 400 Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org</p>
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ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

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 subconsultants 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 subconsultant 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

_____ at _____
Name of Company Representative
Address/phone

within (10) ten working 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 fifteen (15) 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-2:

AFFIDAVIT OF MBE/WBE TARGET MARKET JOINT VENTURE

This form may only be submitted by a Target Market Joint Venture, which is an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. The bidder must provide a copy of its Joint Venture agreement along with this Schedule B-2. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All information requested on 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 MBE/WBE venturer(s): _____

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning MBE/WBE joint venture: _____

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

IV. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturers 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/WBEs 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.

V. 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 percentages(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: _____

b. Dollar amounts of anticipated on-going contributions: _____

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

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

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

F. Identify each current City of Chicago contract awarded to a joint venture of two or more firms participating in this joint venture (also include contracts completed during the past two (2) years):

VI. _____

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:

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: _____

VII. 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, subconsultants, and/or other parties participating in the performance of this contract or the work of this project?

VIII. State the approximate number of operative personnel (by trade) needed to perform the joint ventures work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade (Number)	MBE/WBE (Number)	Joint Venture
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Will any personnel proposed for this project be employees of the joint venture?:

Yes _____ No _____

A. Are any proposed joint venture employees currently employed by either venturer?

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:

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

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-2 and before the completion on the joint ventures 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 consultant if the joint venture is a Subconsultant.

Name of MBE/WBE Partner Firm

Name of 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 _____, 201_, the above-signed officers

Names of affiants _____,

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

Schedule C-3 – MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant



SCHEDULE C-3
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Consultant

**FOR
TASK ORDER
CONTRACTS ONLY**

Contract PO No.: _____

Task Order Project Description: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter, effective _____ to _____
(Date) (Date)

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

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

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the services 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 services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

Schedule D-3 – Affidavit of Prime Contractor Task Order Services Contracts MBE/WBE Compliance Plan



SCHEDULE D-3
Affidavit of Prime Contractor
Task Order Services Contracts
MBE/WBE Compliance Plan

**FOR
TASK ORDER
SERVICES
CONTRACTS ONLY**

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Contract PO No.: _____

Task Order Project Description: _____

I HEREBY DECLARE AND AFFIRM that I am the _____ and a duly authorized representative of _____ (Title of Affiant)

(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subcontractor/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or **Cook County** (current letter of certification attached).

I. Complete this section for each MBE/WBE participating on this Task Order:

1. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

2. Name of MBE/WBE Firm: _____

Address: _____

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

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

3. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

4. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

3. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

4. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

5. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

6. Attach Additional Sheets as Needed

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

III. Summary of Indirect MBE/WBE Proposal

1. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

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

(Name- Please Print or Type) (Phone)

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

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

(Signature) County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 5

**ONLINE CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)**

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

EXHIBIT 5

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS TARGET MARKET REQUEST FOR QUALIFICATIONS (RFQ), FOR PLANNING NOW SERVICES, SPECIFICATION NO. 131664, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A **"CERTIFICATE OF FILING"** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

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://webapps.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 signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 5.2.8, Required Contents of Proposal in the RFQ. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

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
- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. 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 subconsultants 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://webapps.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 XP 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. 131664 containing a full set of RFQ 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 RFQ 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)

EXHIBIT 6

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of Planning and Development
Planning Now Program – Consulting Services

Category 1 - Prepare Urban Plans

Category 2 - Evaluate Real Estate, Housing, and Economic Development Proposals, and Study Economic Impacts

Category 4 - Assist with Development and Sustainability and Resiliency Plans

Category 5 - Evaluate and Preserve Historic Properties

Category 7 - Support Tax Increment Financing (TIF) Districts

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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 \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include 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 of Chicago is to be named as an additional insured under the Consultant's and any contractor's or subcontractor's policy. Such additional insured coverage shall be provided on ISO Endorsement Form CG 20 10 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Consultant's sole negligence or the additional insured's vicarious liability. Consultant's liability insurance shall be primary without right of contribution by other insurance or self-insurance maintained by or available to the City. Consultant must ensure that the City is an additional insured on insurance required from contractors and/or subcontractors.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any professional consultants perform work or services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work related to the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Property

Consultant is responsible for all loss or damage to City property at full replacement cost.

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

C. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance form, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on a Certificate 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 certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant 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.

The Consultant must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant shall require all contractors and/or subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for contractors and/or subcontractors. All contractors and/or subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement. Consultant must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from contractors and/or subcontractors.

If Consultant, contractor and/or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of Planning and Development
Planning Now Program – Consulting Services

Category 3 – Prepare for and Manage Development Projects
Category 6 – Support Special Services Areas (SSA's)

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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 \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include 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 of Chicago is to be named as an additional insured under the Consultant's and any contractor's or subcontractor's policy. Such additional insured coverage shall be provided on ISO Endorsement Form CG 20 10 for ongoing operations or on a similar additional insured form acceptable to the City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Consultant's sole negligence or the additional insured's vicarious liability. Consultant's liability insurance shall be primary without right of contribution by other insurance or self-insurance maintained by or available to the City. Consultant must ensure that the City is an additional insured on insurance required from and/or subcontractors.

Contractors and/or Subcontractors who performs work for Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Contractors and/or Subcontractors who performs work for Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Professional Liability

When any professional consultants perform work or services in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work related to the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Contractors and/or Subcontractors who performs professional services for the Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, media, data, specifications, studies, records, reports, or other documents are produces or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss or damage to the records and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Property

Consultant is responsible for all loss or damage to City property at full replacement cost.

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

C. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance form, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on a Certificate 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 certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant 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.

The Consultant must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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.

If Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant shall require all contractors and/or subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for subcontractors. All contractors and/or subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement. Consultant must ensure that the City is an additional insured on Endorsement CG 20 10 of insurance required from contractors and/or subcontractors.

If Consultant, contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	131664
Address (Street):		RFQ:	TARGET MARKET PLANNING NOW SERVICES
(City/State/Zip)		Project #:	
		Contract #:	
Description of Operation/Location:			

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability				
Claims made [] Occurrence				
Premise-Operations				
Explosion/Collapse Underground				CSL Per Occurrence \$
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				General Aggregate \$
Independent Consultants				
Personal Injury				
Pollution				Products/Completed Operations Aggregate \$
Automobile Liability				CSL Per Occurrence \$
Excess Liability				Each Occurrence \$
Umbrella Liability				\$
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$
Owner Consultants Protective				\$
Other				\$

- | | |
|----|---|
| a. | Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago." |
| b. | The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City. |
| c. | Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago. |
| d. | The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements. |

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #806	Telephone _____
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.) _____			
Address:		ZIP Code:	
		Attention:	

EXHIBIT 7

CITY OF CHICAGO SAMPLE MASTER TASK ORDER CONTRACT

CITY OF CHICAGO'S SAMPLE MASTER TASK ORDER CONTRACT

The sample Master Task Order Contract is provided in a separate PDF document along with this solicitation and is available on the DPS website, www.cityofchicago.org/bids.

Respondents are directed to review the provided *Sample Master Task Order Contract*:

filename: Spec131664_Exhibit_7.pdf