REQUEST FOR PROPOSAL ("RFP") FOR

TITLE SERVICES FOR PROPERTY OWNERSHIP SEARCHES AND REAL ESTATE TRANSACTIONS

Specification No. 135097

Required for use by:

CITY OF CHICAGO (Department of Law)



This RFP distributed by:

CITY OF CHICAGO (Department of Procurement Services)

All proposals and other communications must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer Attention: Milton E. Leblanc Senior Procurement Specialist Milton.Leblanc@cityofchicago.org 312-744-7971 Department of Procurement Services Bid & Bond Room - Room 103, City Hall 121 North LaSalle Street Chicago, Illinois 60602

A Pre-Proposal Conference will be held on **June 3, 2016, 2:00 PM**, Central Time, City Hall, 121 North LaSalle Street, Room 103, Chicago, Illinois 60602. Attendance is Non-Mandatory, but encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON June 30, 2016

RAHM EMANUEL MAYOR JAMIE L.RHEE CHIEF PROCUREMENT OFFICER



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Dear Vendor:

Under the leadership of Mayor Rahm Emanuel, the City continues to identify ways contractors can be good corporate citizens, enhance the City's business community, and improve small businesses' chances of being successful City contractors. The City has several bid incentives and programs designed to benefit local businesses, small businesses and utilization thereof, and reward corporate responsibility and community awareness, including bid incentives for apprentice utilization, city-based businesses, city-based manufacturers, project-area subcontractors, veteran/small business joint ventures, and the use of alternatively powered vehicles, as well as the diversity credit program. Information about all of the City's programs and incentives can be found at <u>www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.</u>

One program that you may not be aware of is the City's Mentor-Protégé Program ("Program"). Under this Program, a prime contractor mentor is eligible to receive an additional 0.333 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé, up to a maximum of five additional percentage points of utilization credit. The mentor and protégé must enter into a formal, written agreement that must be approved by the Chief Procurement Officer and that describes how the mentor-protégé relationship will develop the capacity of the MBE/WBE protégé firm to become self-sufficient, competitive, and profitable.

The Mentor-Protégé Program thus embodies two of the City's most important goals: fostering economic development through the growth of small businesses, and connecting our communities to one another through lasting relationships that may not otherwise have formed. We encourage you to make connections at pre-bids and other networking events, contact the assist agencies' for vendors specializing in the area of work you are looking to subcontract, and search our MBE/WBE directory online, with the hope that you will take advantage of this Program. For more information and a sample mentor-protégé agreement, see www.cityofchicago.org/content/dam/city/depts/dps/RulesRedulations/DPSPolicyMentorProteqe1

<u>Please also review the following additional reminders about bidding, contracting, and compliance.</u>

<u>Please read Instructions for Bidders, Requests for Proposals and Requests for Qualifications</u> <u>carefully.</u> We understand that government solicitations for bids, proposals and qualifications contain a lot of information and may have mandatory forms to complete. However, errors and omissions in your bids, proposals and qualifications cost both you and the City time and money, since non-responsive bids must be rejected. Rejected bids may result in your firm not getting the contract and increase the cost of work to the City.

1. For a list of assist agencies, visit: www.cityofchicago.org/content/damicity/depts/dps/Outreach/AssistAgencies082015.pdf.

If you have a question, ask us. The telephone number and e-mail address of the individual from DPS who is responsible for each solicitation is stated on the cover page of that solicitation. Call or write us — we are here to assist you. However, please keep in mind that in regards to bid solicitations, we must communicate answers to anything but the most general questions to all firms in the vendor pool. This is usually done via an addendum.

The City remains committed to the development and utilization of small, minority. women and disadvantaged owned businesses. In each bid solicitation, you receive a list of the City's registered assist agencies. As you plan for meeting your MBE/VVBE goals, remember to contact the assist agencies. They have members holding certification in a variety of disciplines. Please utilize them whenever you have contracting needs. In fact, contacting these agencies *well in advance of the bid opening date* is a requirement for demonstrating good faith efforts to obtain MBE/WBE participation if you request a reduction or waiver of goals.

<u>All subcontractors must be approved by the Chief Procurement Officer.</u> A contractor may not make any substitution for a previously approved subcontractor unless the substitution is acceptable to the Chief Procurement Officer. All requests to substitute subcontractors must be submitted on the appropriate form.

You must pay all subcontractors and suppliers within seven days of your receiving payment for that portion of the work from the City. Failure to pay your subcontractors within the seven-day time period may subject you to fines or other penalties.

<u>Vendors are required to report payments to all subcontractors and suppliers in C2.</u> The City's Certification and Compliance Management system, C2, allows prime contractors to report M/W/DBE utilization quickly and efficiently through a web-based format while simultaneously allowing subcontractors the ability to confirm payment activity.

<u>EDSs must be kept up to date.</u> Vendors are required to fill out an Economic Disclosure Statement ("EDS") prior to award of a contract. Until final completion of the project, you must provide, without need for request by the City, an updated EDS if there is any change in ownership or change in any other circumstance that would render the EDS then currently on file inaccurate or obsolete. Failure to provide an updated EDS when required is an event of default.

Persons who lobby City government are required to register as a lobbyist with the Board of Ethics and submit activity reports every quarter. For more information regarding this requirement, please contact the City of Chicago Board of Ethics. Information about the Board may be found at www.cityofchicago.org/ethics.

<u>Check the Debarred Vendor List.</u> Prior to submitting a bid, or for existing contracts, a request for approval of subcontractors, you must check the list of debarred vendors to make sure that you are not proposing the use of a firm that is ineligible to do business with the City. The list of vendors in eligible to do business with the City may be found at: www.cityarchicago.org/city/en/depts/dps/provdrs/debarred firms list.html.

<u>Comply with prevailing wage and minimum wage requirements.</u> Pursuant to the Illinois Prevailing Wage Act, (or Davis Bacon Act for federally funded contracts), contractors and subcontractors must pay

laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed and, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project. Additionally, pursuant to Mayoral Executive Order 2014-1, the minimum wage (\$13.00/hour as of October 1, 2014) must be paid to all employees regularly performing work on City property or at a City jobsite, and all employees whose regular work entails performing a service for the City under a City contract. For more information about the prevailing wage, visit<u>www.illinois.gov/idol/Laws-</u><u>Rules/CONMED/Pages/prevailing-wagerates.aspx</u>. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit: wwvv.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/ExecutiveOrderNo2014-

<u>1.pdf.</u>

<u>Comply with the United States Department of Labor Occupational Safety & Health</u> <u>Administration ("OSHA") laws and regulations.</u> Under the Occupational Safety and Health Act, employers are responsible for providing a safe and healthful workplace. OSHA's mission is to assure safe and healthful workplaces by setting and enforcing standards, and by providing training, outreach, education and assistance. Employers must comply with all applicable OSHA standards. Employers must also comply with the General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. For more information, visit www.osha.gov/law-regs.html.

<u>Comply with the Multi-Project Labor Agreement ("PLA").</u> The City is a signatory to the PLA, which applies to all contractors and subcontractors of any tier performing construction work, including construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago. See the relevant sections of the bid specification for more information.

Assistance in meeting the City's requirements for project area labor is available through the Chicago Cook Workforce Partnership. On construction projects of \$100,000 or more, at least 50% of the total hours worked must be provided by City residents, and at least 7.5% of the hours worked must be provided by residents of the project area. The City and Cook County have partnered to provide job training and collaborate with unions, among other workforce development initiatives. For more information and to request assistance with complying with Chicago residency and project area residency requirements, visit www.workforceboard.org/businesses or call (312) 603-7066.

I also want to remind you that on December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, 1-24, specifying a minimum wage of \$10.00 per hour to be paid to all workers within the City of Chicago — not just employees of City contractors — effective July 1, 2015. For work performed on City contracts, a Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1 (currently at \$13.00 per hour); (3) "Living Wage" rate specified by MCC Sect. 2-92-610; (4) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (5) the highest applicable State or Federal minimum wage.

Please take a moment to fill out the <u>optional</u> survey that follows this letter to help us gain a better understanding of your firm. Thank you for your attention to these important matters, and we look forward to partnering with you on future City contracts.

Sincerely,

Jamie L. Rhee Chief Procurement Officer

PLEASE NOTE: Do **not** return this survey with your bid, as it is optional and does not affect the evaluation of your bid. If you choose to complete the survey, please fax it to 312-744-0010 or email it to <u>dps.feedback@cityofchicago.org.</u>

Vendor Name ("Vendor"):

Date:

(1) Does Vendor have a formal tracking and reporting system of energy/utility/waste/water usage to identify trends and unusual fluctuations and usage?

(2) Does Vendor have an awareness program for energy conservation that includes regular communication to employees about avoiding wasteful practices and encourages turning off lights and other devices when not in use?

If so, are reminder signs posted in appropriate locations?

(3) Has a policy or practice been adopted to avoid or prohibit the use of high energy- consuming outdoor advertising (such as LED billboards)?

(4) Are employees instructed to shut down personal computers at the end of each work period?

Are computers	set to turn	off monito	or, hard drive, or	go on standby	/ after	30 minutes	or less	of inactive	network/system
controls	used	to	minimize	energy	use	in	idle	work	stations?

(5) Are supplies and cleaning products chosen based on goal of minimizing harmful or hazardous contents?_____

(6) Is preference given whenever practicable to local suppliers and products locally or regionally?

(7) What percentage of Vendor's full-time employees identify as:

a. White

b. Black or African-American	
c.HIspanIc	
dAsian	
eOther	

(8) What percentage of Vendor's full-time employees identify as:

a. Male_____%

b. Female____%

TABLE OF CONTENTS

Ι.	GEN	NERAL INVITATION	1
A.	. P	PURPOSE OF THE REQUEST FOR PROPOSAL	1
В.	. 1	NTERNET ACCESS TO THIS RFP	1
١١.	DEF	INITIONS	2
III.	SCC	DPES OF SERVICES	2
A.	. C	DESCRIPTION OF SERVICES	2
В.		CONTRACT TERM	
IV.	GEN	NERAL INFORMATION AND GUIDELINES	3
		COMMUNICATIONS BETWEEN THE CITY OF CHICAGO AND RESPONDENTS	
	1.		
	2.	PRE-PROPOSAL CONFERENCE	
В.	 Г	DEADLINE AND PROCEDURES FOR SUBMITTING PROPOSALS	
C.		REP INFORMATION RESOURCES	
D.		PROCUREMENT TIMETABLE	
E.		FRANSPARENCY WEBSITE: TRADE SECRETS	
V.		PARING PROPOSALS: REQUIRED INFORMATION	
v. А		FORMAT OF PROPOSALS	
В.		REQUIRED CONTENTS OF PROPOSAL	
υ.	1.	COVER LETTER	
	2.	EXECUTIVE SUMMARY	
	2. 3.	PROFESSIONAL QUALIFICATIONS AND SPECIALIZED EXPERIENCE OF RESPONDENT AND TEAM	/
	э.	MEMBERS COMMITTED TO THIS PROJECT	7
	4.	PROFESSIONAL QUALIFICATIONS, SPECIALIZED EXPERIENCE AND LOCAL AVAILABILITY OF KEY	/
	4.	PERSONNEL WHO WILL BE DEDICATED TO THE SERVICES DESCRIBED IN THIS RFP.	٥
	5.	IMPLEMENTATION AND MANAGEMENT PLAN	
	5. 6.	DEDICATED RESOURCES	
	б. 7.	COST PROPOSAL	
		MINORITY AND WOMEN BUSINESS ENTERPRISES COMMITMENT	
	8. 9.	FINANCIAL STATEMENTS	
	9. 10.	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT ("EDS") AND ATTACHMENT A: ONLINE EDS	. 12
	10.	ACKNOWLEDGEMENT	17
	11		
	11.		
	12.		
VI.			
В.			
		ECTION PROCESS DITIONAL DETAILS OF THE RFP PROCESS	
A.			
B.		CITY'S RIGHTS TO REJECT PROPOSALS	
C.		NO LIABILITY FOR COSTS	
D		PROHIBITION ON CERTAIN CONTRIBUTIONS MAYORAL EXECUTIVE ORDER NO. 2011-4	
E.			-
	1.	1-21-010 FALSE STATEMENTS	
	2.	1-21-020 AIDING AND ABETTING.	
	3.	1-21-030 ENFORCEMENT.	. 19

EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Company Profile Information
- Exhibit 4: Company References/Client Profile Information
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as
 - Subcontractor, Supplier and/or Contractor
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit and Attachment A, Online EDS Acknowledgement,
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate
- Exhibit 8: Contractual Requirements related to HIPAA
- Exhibit 9: City of Chicago's Sample Professional Services Agreement
- Exhibit 10: Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits

REQUEST FOR PROPOSAL ("RFP")

For

TITLE SERVICES FOR PROPERTY OWNERSHIP SEARCHES AND REAL ESTATE TRANSACTIONS

Specification No. 135097

I. GENERAL INVITATION

A. Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Department of Law ("Department"), invites the submission of proposals from firms with expertise and experience in Title Services for Property Ownership Searches and Real Estate Transactions. ("Services") in accordance with Exhibit 1, Scope of Services.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP. Due to the nature of services requested, it is beneficial to have one company perform services which creates efficiency, continuity, cost effective pricing, and a central location for communication and data requests.

The objective for the selected Respondent (hereinafter "**Contractor**") is to perform all tasks and functions associated with the Services in accordance with Exhibit 1, Scope of Services.

The work contemplated is professional in nature. It is understood that the Contractor 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 Contractor under a contract awarded pursuant to this RFP 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 Contractor to execute a statement of confidentiality.

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

B. Internet Access to this RFP

All materials related to the RFP 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 RFP 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 Proposal. 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 RFP materials. If Respondent chooses to download and print RFP 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 RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.

II. DEFINITIONS

"**Agreement**" means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as referenced in Exhibit 9, of this RFP.

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

"**Corporation Counsel**" means the chief executive officer for the City of Chicago, Department of Law.

"**Contractor**" means the entity awarded a contract pursuant to the City's RFP process, and includes the Contractor's subcontractors.

"**Department**" or "**DOL**" means the City of Chicago Department of Law and other participating City Departments.

"Proposals" means the documents submitted in response to this RFP.

"**Respondent**" means the individuals or business entities submitting a proposal in response to this RFP.

III. SCOPES OF SERVICES

A. Description of Services

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

B. Contract Term

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years. The City may exercise its right to extend this contract for up to two (2) additional years.

IV. GENERAL INFORMATION AND GUIDELINES

A. Communications Between the City of Chicago and Respondents

1. 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 Milton E. Leblanc, Milton.Leblanc@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on June 10, 2016. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via e-mail." The subject line of the email must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for the Title Services for Property Ownership Searches and Real Estate Transactions, Specification No. 135097." No telephone calls will be accepted unless the questions are general in nature.

2. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference at City Hall, Bid & Bond Room, 121 North LaSalle Street, Room 103, Chicago, Illinois 60602 at 2:00 PM, Central Time on June 3, 2016. All parties interested in responding to this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Milton E. Leblanc Riley prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee and indicate whether the attendee is participating in person.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

B. Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals 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 June 30, 2016. The Bid & Bond Room can be reached at telephone number 312-744-9773.

2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the receipt of all Proposals to this RFP 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 Proposal is received as required.

3. Proposals 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

4. Respondent must submit 1 hardcopy original, and 9 electronic copies in a searchable pdf format on USB Drives or CD-ROMS. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized officer on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. In addition, Respondent must also submit 1 CD-ROM with a redacted copy of the Proposal in .pdf format for posting on the City's website. Respondent must enclose all documents in sealed envelopes or boxes.

5. The outside of each sealed envelope or box must be labeled as follows:

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. 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 RFP to which Respondent has responded and to determine if a Proposal was submitted by the date and time specified herein.

C. RFP Information Resources

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

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

D. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	5/19/16
Pre-Proposal Conference	6/3/16
Proposal Questions Due	6/10/16
Proposals Due	6/30/16

E. Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, 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 the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

- 1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- 2. 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 RFP."
- 3. Provide a CD-ROM with a redacted copy of the entire Proposal 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 a Proposal as non-responsive.

All Proposals 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.

V. PREPARING PROPOSALS: REQUIRED INFORMATION

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

A. Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposals, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. <u>Submit 1 hardcopy Original, and 9 electronic copies in a searchable pdf format on USB drives or CD-ROMs. In addition, submit 1 CD-ROM with a redacted copy of the Proposal in .pdf format for posting on the City's website.</u>

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section VB. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

B. Required Contents of Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Itemized Cost Proposal in Exhibit 2 is required to facilitate equitable comparisons. At a minimum, the Proposal must include the following items:

1. Cover Letter

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

- a) Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, 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.

- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.
- d) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment as stipulated in Exhibit 5 of this RFP.
- e) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 9 of this RFP.
- f) Acknowledge receipt of Addendum issued by the City, if any.

2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing Real Estate Title Services for the City of Chicago; capacity to perform, and approach to project management, satisfying the scope of services in the RFP and any additional factors for the City's consideration.

3. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

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

a) Company Profile Information (See Form in Exhibit 3)

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 as shown in Exhibit 5, 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 6.
- (iii) Insurance certificate in the name of the joint venture business entity.

b) Company References/Client Profile Information (See Form in Exhibit 4)

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 RFP. 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 fax number.
- Description of Services provided similar to the Services outlined in Exhibit 1 of this RFP.
- 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) Capacity to Perform City Project

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

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 RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; 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. Provide copies with the Proposal submission.

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

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: <u>http://www.idfpr.com/DPR/</u>.

4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Services described in this RFP.

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

- a) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Staffing Plan per Section V.B.6 b.
- b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- c) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Respondent must provide the following information:
 - (i) Title and reporting responsibility.
 - Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - (iii) Pertinent areas of expertise and past experience
 - (iv) Base location (local facility, as applicable)
 - (v) 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 (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

Respondent must designate a Project Manager responsible for day to day oversight of project and implementation schedule. Project Manager must be available for telephone and e-mail contact during the stated hours of operation and emergency after hour contact with City management.

5. Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project and ability to comply with the scope of services and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

a) Service Delivery

All responses should, at a minimum, address your plan for delivery of the Services as outlined in Exhibit 1, Scope of Services. The plan should detail how the Services will be administered and your policies and procedures addressing the specific components.

b) Approach to Implementing Services

Describe your policies and procedures 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.

c) Organization Chart

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- (i) Respondent should provide an organization chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described.
- (ii) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.
- (iii) Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any subcontractor must be identified.

6. Dedicated Resources

a) Facilities, Equipment, and Personnel

Describe facilities, equipment, personnel, software/hardware technologies and other resources available for implementing any proposed Services.

b) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and ongoing operations. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

7. Cost Proposal

The Respondent must provide pricing in the format and content as outlined in <u>Exhibit 2</u> in order for the Respondent's Proposal to be considered responsive to this section. Proposals that fail to include cost proposal information in Exhibit 2 will be rejected as incomplete and deemed non-responsive.

All costs must, at a minimum, be provided as requested in Exhibit 2. For purposes of comparing costs among Respondents, Respondent must not deviate from the cost table outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent(s).

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Fueled Vehicles, or (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business Enterprises, Respondent must submit the applicable affidavit(s) with its proposal. A description of these preferences and affidavits may be found in Exhibit 10, Local and Other Preferences: Adjustments to the City Proposal and Affidavits.

8. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 25% and the minimum Women Business Enterprise (WBE) participation goal is 5% of the total contract value. Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago or Cook County. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago or Cook County.

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

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise

Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

9. 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 a 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 Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be 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.

10. Economic Disclosure Statement and Affidavit ("EDS") and Attachment A: Online EDS Acknowledgement

Respondent shall complete an Economic Disclosure Statement and Affidavit and Attachment A: See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 6. 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 Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.

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

11. 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.

12. 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 7.

VI. EVALUATING PROPOSALS

A. Evaluation Process

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

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

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

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section VB, Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-

responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, cost proposal and other factors based on the evaluation criteria outlined in Section VI B, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section V, for each Proposal 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, after advertisement of the RFP, to refine the scope of services, with appropriate notice. Further, if, upon receipt of proposals, the City wishes to make refinements to the scope of services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondent based upon the revised scope of services.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

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

B. Evaluation Criteria

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

- 1. Professional and Technical Competence:
 - a) Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
 - b) 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).
 - c) 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.
 - d) Reference Checks / 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.

2. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan including ability to meet service levels, capacity to support the project based on staffing plan including supervisory key personnel who will manage and oversee program.

The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to meeting the City's service level needs.

- 3. Pricing/Cost Proposal. The City will consider completeness and adequacy of cost as per the Cost Proposal, Exhibit 2. In evaluating the reasonableness of proposed costs, the City may apply: (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Fueled Vehicles, (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business Enterprises., as applicable.
- 4. The level, relevancy, and quality of participation by MBE/WBE firms certified by the City of Chicago and/or Cook County. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- 5. 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.
- 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.
- 7. 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 6.
- 8. Degree to which the Respondent accepts the City's Terms and Conditions in the sample Professional Services Agreement in Exhibit 9 enabling the City to successfully negotiate a contract.
- 9. Conflict of Interest The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services

related to this RFP, such Respondent may be disqualified from further consideration.

VII. SELECTION PROCESS

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Corporation Counsel 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 Respondent(s), or a recommendation to reject any or all Proposals.

Phase III- Site Visit, Product/System Demonstration (Optional) 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, product/system demonstration and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions.

Following oral presentations and/or demonstrations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the Corporation Counsel. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

Upon receipt of the EC's recommendation, the Corporation Counsel will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Corporation Counsel's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Corporation Counsel and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s). The City's requirement that a selected Respondent negotiate is not a commitment by the City to award a contract.

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

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP 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 RFP 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 RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP 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 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-Proposal 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 A.1 herein.

B. City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP 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 RFP or as may otherwise be so required.

C. No Liability for Costs

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

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor 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 Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor 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.

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

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

E. False Statements

1. 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)

2. 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)

3. 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 OF SERVICES

SCOPE OF SERVICES

Contractor must provide/perform the following Services for the Departments of (but not limited to): Law, Buildings, Water Management, Fire, Public Health, Planning & Development, and Finance ("City Departments"). Contractor must provide a dedicated team of professional contacts to provide services for the City.

I. TYPES OF TITLE SEARCHES

A. COMPLETE TITLE SEARCH

- 1. "Complete Title Search" must contain the following information.
 - a. Date of title search, effective date, the order number, and customer number;
 - Address or addresses of the property, should indicate if the address on the deed(s) differ from the address requested, if multiple addresses such as with a corner lot all addresses should be included;
 - c. Owner of the property as shown in the last conveyance of record, type of instrument, document number, document date, date recorded and grantee's address, if available;
 - d. Name of trustee of "Deed in Trust", including the trust number and date of trust agreement, document number, document date, date recorded and address of trustee, if available;
 - e. Name of trustee under "Trust Deed", payee or holder of note and assignee, if any, document number, document date, date recorded and address of each, if available;
 - f. Name of beneficiaries for any property held in trust or the subject of the trustee's deed;
 - g. Name of "Mortgage Holder" of record and assignee, if any, document number, document date, date recorded and address, if available;
 - h. Name of "Lien Holder", document number, document date, date recorded and address, if available;
 - i. Name of Tax Buyer and Address if available;
 - j. Name of person or company who has a "Petition for Tax Deed", case number and address, if available;
 - k. Last "Taxpayer" and address of record;
 - I. The "Legal Description" of the property, which must be verified by the Respondent independently¹;
 - m. The "Property Index Number" (PIN) or numbers and volume number of the property;

¹ Independent determination or verification of the legal description and ownership means that the selected Respondent must cross reference the prior deed and/or their own records with current Sidwell maps and County records and make an independent assurance that the information is accurate. Selected Respondent must provide a statement as to how independent determinations or verifications are made.

- n. The City Bureau or Division and employee ordering the search;
- o. Name of Contract Purchaser under an Installment Contract, Articles of Agreement for Deed, etc , document number, document date, date recorded, and address, if available;
- p. Case number, document number, date recorded, and the Plaintiffs and first Defendant's name for Lis Pendens on property;
- q. All unreleased recorded documents, including but not limited to unreleased mortgages and trusts deeds not more than 30 years old and unreleased liens and judgments not more than 7 years old, must also be able to obtain a copy on request of any such documents referred to in this section;
- r. The "Chain of Title" of the property including, but not limited to, the grantor/grantee information, document numbers, date of transaction, recordation for all documents filed affecting the property for a period of 30 years to plat or last measurable deed;
- s. A copy of the last recorded deed of the property;
- t. Independent determination (reference footnote 1) of ownership;
- u. Copies of any documents purporting to transfer property outside the chain of title, if available;
- v. 2 or 5 year Tax Search; depending on the need of the City;
- w. Judgment and/or Name Search on owner of record;
- x. Actual copy of respective document with the City of Chicago named must be included to accompany search document;
- Any other interest recorded affecting property not otherwise identified above including but not limited to any recorded environmental impact statements, hold harmless clauses or indemnification agreements;
- z. Copies of Sanbourn and Sidwell maps corresponding to the legal description of the property.

B. BASIC TITLE SEARCH

- 1. "Basic Title Search" must contain the following information.
 - a. Date of title search, effective date, the order number, and customer number;
 - Address or addresses of the property, should indicate if the address on the deed(s) differ from the address requested, if multiple addresses such as with a corner lot all addresses should be included;
 - c. Owner of the property as shown in the last conveyance of record, type of instrument, document number, document date, date recorded and grantee's address, if available;
 - d. Name of trustee of "Deed in Trust", including the trust number and date of trust agreement, document number, document date, date recorded and address of trustee, if available;
 - e. Name of trustee under "Trust Deed", payee or holder of note and assignee, if any, document number, document date, date recorded and address of each, if available;
 - f. Name of beneficiaries for any property held in trust or the subject of the trustee's deed;

- g. Name of "Mortgage Holder" of record and assignee, if any, document number, document date, date recorded and address, if available;
- h. Name of "Lien Holder", document number, document date, date recorded and address, if available;
- i. Name of person or company who has a "Petition for Tax Deed", case number and address, if available;
- j. Last "Taxpayer" and address of record;
- k. The "Legal Description" of the property, which must be verified by the Respondent independently (reference footnote 1);
- I. The "Property Index Number" (PIN) or numbers and volume number of the property;
- m. The City Bureau or Division and employee ordering the search;
- n. Name of Contract Purchaser under an Installment Contract, Articles of Agreement for Deed, etc., document number, document date, date recorded, and address, if available;
- o. Case number, document number, date recorded, and the Plaintiffs and first Defendant's name for Lis Pendens on property;
- p. All unreleased recorded documents, including but not limited to unreleased mortgages and trusts deeds not more than 30 years old and unreleased liens and judgments not more than 7 years old, must also be able to obtain a copy on request of any such documents referred to in this section;
- q. The "Chain of Title" of the property including, but not limited to, the grantor/grantee information, document numbers, date of transaction, recordation for all documents filed affecting the property for a period of 30 years to plat or last measurable deed;
- r. A copy of the last recorded deed of the property;
- s. Independent determination (reference footnote 1) of ownership;
- t. Copies of any documents purporting to transfer property outside the chain of title, if available;
- u. Actual copy of respective document with the City of Chicago named must be included to accompany search document;
- Any other interest recorded affecting property not otherwise identified above including but not limited to any recorded environmental impact statements, hold harmless clauses or indemnification agreements;
- w. Copies of Sanbourn and Sidwell maps corresponding to the legal description of the property.

C. UPDATED TITLE SEARCH

1. "Updated Title Search" consists of a listing of all recorded or registered instruments specifying the name of grantor or grantee, the type of instrument, the document number and the date of the instrument and date of registration or recordation, from the date of the last title search, not more than 18 months old to date, as well as the name and address of the current tax assessed of record and the name of the current owner of the property.

- 2. Actual copy of respective document with the City of Chicago named must be included to accompany updated search document;
- D. SPECIAL TITLE SEARCH
 - 1. "Special Title Search" means a "complete title search" that will also include an independently derived list of parties who have an interest in the property and subject to notice.

E. UPDATED SPECIAL TITLE SEARCH

- 1. "Updated Special Title Search" means a subsequent examination of title from the date of a "Special Title Search", not more than 18 months old to date, showing title exceptions and encumbrances showing of record since the effective date of the last examination of title and all deletions of exceptions from the previous report of title. This special update search will also include a list of parties who have an interest in the property and subject to notice.
- F. TAX SEARCH
 - 1. A City Department may order either a 2 or 5 year tax search with a title search, or on a property previously searched by Contractor for the City, or when a property index number (PIN) is provided. "Tax Search" means a listing of the tax buyer's name(s), name of beneficiary(s) for any property held in trust or the subject of the trustee's deed, address (es), if available, tax years purchased, whether at an annual sale, a scavenger sale or over-the-counter sale, and the date of any such sale(s), for any given address or property index number of numbers requested. In some cases, a 2 or 5 year tax search as stipulated above may be ordered separately without a title search, or a PIN. Any tax search ordered should also include the status of the tax certificate and/or Petition for Tax Deed, as applicable.

G. JUDGMENT AND/OR NAME SEARCH

1. These searches may or may not be ordered with a title search. If ordered with a title search, the judgment search will be for the named owner except no such search will be done or billed, if the named owner is a land trust. When judgment searches are requested without a title search, the City will provide the names to be checked.

A name search as priced is per individual surname or for husband and wife with the same surname, when it is ordered separately from a title search.

H. LEGAL DESCRIPTION/ZONING ORDINANCE SEARCH

1. "Legal Description Search" may be ordered by a City Department only in lieu of a complete title search. All legal description searches include 5 day delivery and 1 copy of the last recorded deed to the property.

2. "Zoning Ordinance Search" is used when a City Department orders a taxpayer information and address search for properties that fall within a specified industrial/residential area. As part of the legislative process that is required per Chicago Council Ordinance, a letter of notification must be sent to all taxpayer addresses located 250 feet outside the predetermined property boundary as laid out by the City. All such taxpayers' information and addresses shall be provided by Contractor.

I. OWNER AND TAXPAYER SEARCH

1. "Owner and Taxpayer Search" includes the title holder of record and address, if available, last taxpayer of record and address, legal description and property index number(s) (PIN). All owner and taxpayer searches include 5 day delivery and 1 copy of the last recorded deed to the property.

J. CONDOMINIUM TITLE SEARCH

1. "Condominium Title Search" includes the name of the condominium association and its address, if available, the legal description of the parcel, which must be verified by the Contractor independently (reference footnote 1), the document number, document date, and date recorded for the plat of condominium conversion, and a Complete Title Search for each condominium unit in the condominium plat. Special pricing for high volume searches (10 or more properties) must also be provided.

K. UPDATED CONDOMINIUM TITLE SEARCH

1. "Updated Condominium Title Search" consists of a listing of all recorded or registered instruments, specifying the name of grantor or grantee, the type of instruments, the document number and the date of the instrument and of its registration of recordation for each condominium unit in the condominium plat, as well as the name and address of the current tax assessed of record from the date of the last condominium search, not more than 18 months old.

L. DUPLICATE CITY SEARCH REQUESTS

1. Whenever a City Department requests any search listed above, the Contractor will use its best efforts to determine whether another City Department requested the same search within 18 months of the new request. If the Contractor discovers that another City Department requested the same search within 18 months of the new request, the Contractor will notify the requesting City Department and provide the requesting City Department with an updated search and the original search, at the cost for an updated search only.

II. TIME LIMITS FOR TITLE SEARCHES

A. STANDARD TITLE SEARCH

- 1. A standard title search must be delivered within 5 business days or less of the City's request.
- B. RUSH TITLE SEARCH
 - 1. A rush title search must be delivered electronically within 2 business days or less of the City's request. The original standard title search must be received within (5) business days thereafter.
- C. PRIORITY TITLE SEARCH
 - 1. A priority title search must be delivered electronically within 24 hours or less of the City's request. The original standard title search must be received within (5) business days thereafter.

NOTE: All searches are presumed to require standard title search time period unless otherwise specified.

III. TITLE INSURANCE/COMMITMENTS

Contractor must be capable of providing title commitments for general real estate transactions as well as complicated real estate transactions. Complicated real estate transactions, for example, may involve rail lines, waterways, complicated histories dating to pre-Chicago fire, etc. In the event the Contractor cannot perform service on complicated transactions, they must provide a signed sub-contractor agreement in their proposal with a reputable company that will perform such service.

- A. BASIC INSURANCE
 - 1. Contractor shall provide basic title insurance commitment with liability not to exceed \$10,000 per title order, per parcel. This is the minimum amount of title insurance required in order to provide and process any title commitment request. Pricing is based on City owned property and privately owned property.
- B. INCREASED INSURANCE
 - 1. Contractor shall provide increased insurance for any properties that goes to sale and the purchase price exceeds \$10,000. This will in turn raise the premium of title insurance. Increased rates are applied to the sales price per \$1,000 after the initial basic insurance rate is applied. Upon request by the City, Contractor must also provide copies of underlying documents recorded against and/or showing up on title.
- C. WORK DONE FEE

1. Applies to work services performed, and time expended. Pricing is based on flat rate charge for each additional parcel.

D. DEED & MONEY ESCROW CLOSING FEE

- 1. When requested, Title Company shall provide disbursement services on transactions involving commercial or industrial properties. Pricing is based on flat rate charge for increments between \$10,000 \$500,000 and \$500,000 \$1,000,000.
- E. NEW YORK STYLE SERVICE
 - 1. As requested by the City or through specific closing instructions, Contractor shall provide additional escrow service on commercial and industrial transactions. New York Style Service provides for disbursement of loan proceeds subsequent to the recording of any documents. Pricing is based on flat rate charge per parcel.

F. CONSTRUCTION ESCROWS

1. Contractor shall provide disbursement services, mechanic lien waiver examination and interim certification to the City on those funds deposited in escrow at the title company. Such service assures any funds that are deposited are then held in escrow until instructions are given on how the payouts are to be disbursed. Based on flat rate charge for escrows including lien waiver exam and Date Down 7 for five draws; flat rate charge for each additional draw.

IV. TIME LIMITS FOR TITLE COMMITMENTS/INSURANCE

A. STANDARD TITLE COMMITMENTS/INSURANCE

- 1. A standard title commitment/insurance must be delivered within 10 business days or less of the City's request.
- B. RUSH TITLE COMMITMENTS/INSURANCE
 - A rush title commitment/insurance must be delivered electronically within (5) business days or less of the City's request. The original standard title search must be received within (10) business days thereafter.
- C. PRIORITY TITLE COMMITMENTS/INSURANCE
 - 1. A priority title commitment/insurance must be delivered electronically within (2) business days or less of the City's request. The original standard title search must be received within (10) business days thereafter.

NOTE: All commitments/insurance are presumed to require the standard title commitment/insurance time period otherwise specified.

V. FORMS / RECORDS

A. ORDERING / PROCEDURAL FORMS

1. The Contractor must provide descriptions and samples of all ordering procedures and forms, in addition to standard forms needed to close a transaction, such as a form ALTA statement. The City will reserve the right to modify such forms and/or procedures to accommodate the needs and requirements of the City.

B. RECORD / DOCUMENT ARCHIVE

1. The Contractor will provide hard copies of records and documents as provided herein and also an option for online access to searches, commitments, and supporting documents, along with invoices and payment records.

VI. OPTIONAL SERVICES

- A. COMMERCIAL / INDUSTRIAL PROPERTY SEARCH AND COMPARATIVE DATA
 - 1. In addition and adjunct to the title search services provided, Contractor must either provide database access for the City to perform commercial / industrial real estate property searches, or perform searches at the request of the City. Database or reports must provide the following information.
 - a. Date of commercial property search, effective date, the order number, and customer number;
 - b. Sale(s) history and dates of sale(s);
 - c. Parties to respective sale(s);
 - d. Gross building area;
 - e. Gross leasing area (i.e. net rentable area);
 - f. Lot size;
 - g. Vacancy / occupancy;
 - h. Sale(s) price;
 - i. Basic description of property sold (e.g. 42-story office tower with first floor retail, etc.);
 - j. Property classification (e.g. class B office tower);
 - k. Conditions of sale (e.g. part of a sale-leaseback transaction, part of a multi-property portfolio transaction, sale out of a bankruptcy proceeding, etc.).
 - 2. Volume and occurrence of Commercial / Industrial property searches fluctuates in accordance with City case load and economic conditions. As example, the City could require searches between four (4) and twelve (12) times per year, and report requests per search instance could include between five (5) and twenty-five (25) properties.

3. Contractor must specify data source (e.g. Costar), pricing structure, and access or reporting request instructions with applicable turnaround times.

EXHIBIT 2: SCHEDULE OF COMPENSATION

Respondent must provide its cost for each corresponding referenced description below. For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

TITLE SEARCH SERVICE					
REFERENCE	DESCRIPTION	COST			
I.A.	Complete Title Search				
I.B.	Basic Title Search				
I.C.	Updated Title Search				
I.D.	Special Title Search				
I.E.	Updated Special Title Search				
I.F.	Tax Search				
I.G.	Judgment and Name Search				
I.H.	Legal Description/Zoning Ordinance Search				
1.1.	Owner and Taxpayer Search				
I.J.	Condominium Title Search				
I.K.	Condominium High Volume Title Search				
I.L.	Updated Condominium Title Search				
TURNAROUN	D SERVICE				
REFERENCE	DESCRIPTION	COST			
II.A.	Standard Title Search				
II.B.	Rush Title Search				
II.C.	Priority Rush Title Search				
TITLE COMMI	TMENT SERVICE				
REFERENCE	DESCRIPTION	COST			
III.A.	\$10,000 Minimum Insurance Order (City Owner)				
III.A.	\$10,000 Minimum Insurance Order (Private Owner)				
III.B.	Insurance Increase (\$10,000 - \$500,000)				
III.B.	Insurance Increase (> \$500,000)				
III.C.	Work Done Fee				
III.D	Deed & Money Escrow Closing Fee (< \$500,000)				
III.D	Deed & Money Escrow Closing Fee (> \$500,000, < \$1,000,000)				
III.E.	New York Style Services				
III.F.	Construction Escrows (including lien waiver exam/date down 7 – Initial Five Draw Charge)				

III.F	Construction Escrows (including lien waiver exam/date down 7		
	– Subsequent Flat Rate Charge)		
TURNAROUN	D SERVICE		
REFERENCE	DESCRIPTION	COST	
IV.A.	Standard Title Commitment		
IV.B.	Rush Title Commitment		
IV.C.	Priority Rush Title Commitment		
OPTIONAL COMMERCIAL / INDUSTRIAL PROPERTY SEARCH AND COMPARATIVE DATA			
REFERENCE	DESCRIPTION	COST	
VI.A.	Unlimited Licensed Access		
VI.A.	Restricted Licensed Access		
VI.A.	Per Report Pricing		

EXHIBIT 3: COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

Legal Name of Firm:				
Doing Business under Other Company Name?				
If yes, Name of Company:				
Headquarters Address:				
City, State, Zip Code:				
Web Site Address:				
Proposed Role: □ Prime □ Subcontractor/Subconsultant □ Joint Venture Partner				
□ Supplier or □Other:				
Number of Years in Business:				
Total Number of Employees:				
Total Annual Revenues separated by last 3 full fiscal years:				
Major Products and/or Services Offered:				
Other Products and/or Services:				
Briefly describe your firm's strategy for providing Title Services for Property Ownership Searches and Real Estate Transactions:				
Briefly describe your firm's experience with Title Services for Property Ownership Searches and Real Estate Transactions:				

EXHIBIT 4: COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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

(1)	Client Name:		
(2)	Address:		
(3)	City, State, Zip Code:		
(4)	Project Manager:		
(5)	Telephone Number:		
(6)	E-mail:		
(7)	Number of Employees in Client Organization:		
(8)	Project Scope of Services/Goals:		
(9)	Contract Award Date:	Completion Date:	
(10)			
()			
(11)	Describe how the client's doals were met. Describe	e the Title Services for Property Ownership)
(11)	Describe how the client's goals were met. Describe Searches and Real Estate Transactions offered and necessary.		
(11)	-		
(11)	Searches and Real Estate Transactions offered and		
	Searches and Real Estate Transactions offered and necessary.	d implemented. Attach additional pages, a	IS
	Searches and Real Estate Transactions offered and necessary.	d implemented. Attach additional pages, a	IS
	Searches and Real Estate Transactions offered and necessary.	d implemented. Attach additional pages, a	IS
(12)	Searches and Real Estate Transactions offered and necessary. Discuss significant obstacles to providing the require overcome:	d implemented. Attach additional pages, a	IS
(12)	Searches and Real Estate Transactions offered and necessary.	d implemented. Attach additional pages, a	IS
(12)	Searches and Real Estate Transactions offered and necessary. Discuss significant obstacles to providing the require overcome: Is the client still utilizing the Title Services for Proper	d implemented. Attach additional pages, a	IS
(12)	Searches and Real Estate Transactions offered and necessary. Discuss significant obstacles to providing the require overcome: Is the client still utilizing the Title Services for Proper	d implemented. Attach additional pages, a	IS
(12)	Searches and Real Estate Transactions offered and necessary. Discuss significant obstacles to providing the require overcome: Is the client still utilizing the Title Services for Proper	d implemented. Attach additional pages, a	IS

EXHIBIT 5: MBE/WBE SPECIAL CONDITIONS AND SCHEDULES

CITY OF CHICAGO



ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

a. Policy and Terms

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

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

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

MBE Percentage	WBE Percentage	
25%	5%	

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in

determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

b. Definitions

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

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

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

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

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

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

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

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

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

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

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

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

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

c. Joint Ventures

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

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

- ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
- iii. Each joint venture partner executes the bid to the City; and
- iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

d. Counting MBE/WBE Participation Toward the Contract Specific Goals

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that <u>perform a Commercially Useful Function as defined above may</u> <u>count toward the Contract Specific Goals</u>.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm <u>for work that it performs in its Area of</u> <u>Specialty</u> in which it is certified counts toward the Contract Specific Goals.
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. <u>If the MBE or WBE is a manufacturer</u>: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. <u>If the MBE or WBE is a distributor or supplier</u>: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:

- i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the <u>Schedule</u> <u>B</u>.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

e. Regulations Governing Reductions to or Waiver of MBE/WBE Goals

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

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

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

i. Direct / Indirect Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 - 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - 2. A listing of all MBE/WBE firms contacted that includes:
 - Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
 - 3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - o Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - o Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:

- choosing subcontracting opportunities likely to achieve MBE/WBE goals;
- not imposing any limiting conditions which were not mandatory for all subcontractors;
- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
 - 1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices guoted for the subcontract in guestion by all such potential subcontractors 0 for that work item.
 - 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract; 0
 - The bidder's own estimate for the work under the subcontract; 0
 - An average of the bona fide prices quoted for the subcontract; 0
 - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

ii. Assist Agency Participation in wavier/reduction requests

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

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

iii. Impracticability

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

f. Procedure to Determine Bid Compliance

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

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

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate <u>Schedule C-1</u> with the bid for each MBE and WBE included on the <u>Schedule D-1</u>. Suppliers must submit the <u>Schedule C-1</u> for Suppliers, first tier subcontractors must submit a <u>Schedule C-1</u> for Subcontractors to the Prime Contractor and second or lower tier subcontractors to utilize the electronic fillable format <u>Schedule C-1</u>, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Each <u>Schedule C-1</u> must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each <u>Schedule C</u> 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 <u>Schedule C-1</u> has been submitted with the bid, an executed original <u>Schedule C-1</u> must be submitted by the bidder for each MBE and WBE and WBE included on the <u>Schedule D-1</u> within five business days after the date of the bid opening.

Failure to submit a completed <u>Schedule C-1</u> in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their <u>Schedule C-1</u>, must conform to their stated Area of Specialty.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

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

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

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

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

(5) Application for Approval of Mentor Protégé Agreement

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

g. Reporting Requirements During the Term of the Contract

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

- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier noncertified 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: <u>https://chicago.mwdbe.com</u>

- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

h. Changes to Compliance Plan

i. Permissible Basis for Change Required

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

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

a) Unavailability after receipt of reasonable notice to proceed;

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

ii. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

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

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

i. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

j. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

k. 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.

I. Attachments and Schedules

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

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

Attachment A – Assist Agency List



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.

American Brotherhood of Contractors 935 West 175th Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: arba@constructive-business.com

Asian American Business Expo 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org

Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: kfernicola@aaichicago.org Web: www.aaichicago.org

Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: <u>nakmancorp@aol.com</u>

Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773 483-4000 Fax: (773) 483-4150 Email: bcunewera@att.net Web: <u>www.blackcontractorsunited.com</u>

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: ccarey@cosmococ.org Web: <u>www.cosmochamber.org</u>

Eighteenth Street Development Corporation 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 asoto@eighteenthstreet.org www.eighteenthstreet.org

Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue

Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: melkelcba@sbcglobal.net Web: <u>www.cbaworks.org</u>

Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: info@glchamber.org

Web: <u>www.glchamber.org</u> 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@chicagomsdc.org Web: www.chicagomsdc.org

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

Chicago Women in Trades (CWIT) 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force 1253 W. 63rd Street Chicago, IL 60636 Phone: (312) 243-5149 Email: johnrev.hatchett@comcast.net

Rev. 8/2013

City of Chicago Department of Procurement Services ~ Assist Agencies (cont'd)

Rev. 8/2013

Waiver of MBE/W	BE Goals		y Comments on Bidder's Request for Reduction o	or
RETURN RECEIPT REQUE	STED			
(Date)				
· Project Description: {	135097 RFP for Title Services f Transactions	for Property Owners	hip Searches and Real Estate	
(Assist Agency Name an	d Address – SEND TO ⁻	THE ASSIST AGENCIE	S – DO NOT SEND TO THE CITY)	
Dear	:			
			bid/proposal in response to the above ref _advertised specification with the City of Chicago	
The following areas have	e been identified for s	ubcontracting oppor	tunities on both a direct and indirect basis:	
Minority/Women Busin	ess Enterprise contrac Chicago to participate	ct goal. Due to the i e as a subcontractor	een successful in order to meet the Disadva nability to identify an appropriate DBE/MBE/W or joint venture partner, a request for the waive please contact	VBE firm
Name of Company Repr	esentative	at	Address/Phone	
within (10) ten business	days of receipt of this	s letter.		
			y is entitled to comment upon this waiver reque) working days of your receipt of this letter to:	st to the
Monica Jimenez, Deputy Department of Procurer City of Chicago 121 North La Salle Stree Chicago, Illinois 60602	nent Services			
If you wish to discuss th	is matter, please conta	act the undersigned	at	

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

Ι.	Name of joint venture: Address of joint venture:				
	Phone number of joint venture:				
II.	dentify each non-MBE/WBE venturer(s):				

Address: ______ Phone:

Contact person for matters concerning MBE/WBE compliance:

III. Identify each MBE/WBE venturer(s):

Name of I	-irm:
Address:	
Phone:	
Contact p	erson for matters concerning MBE/WBE compliance:

- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:
- V. <u>Attach a copy of the joint venture agreement</u>. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
 - A. What are the percentage(s) of MBE/WBE ownership of the joint venture? MBE/WBE ownership percentage(s)

Non-MBE/WBE ownership percentage(s)

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

- 1. Profit and loss sharing:
- Capital contributions:

 (a) Dollar amounts of initial contribution:______

Page 1 of 5

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

(b)	Dollar amounts of anticipated on-going contributions:
	s of equipment (Specify types, quality and quantities of equipment to be provided by each
Other applica limit ownersł	able ownership interests, including ownership options or other agreements which restrict on nip and/or control:
Provide copi	es of <u>all</u> written agreements between venturers concerning this project.
	ourrent City of Chicago contract (and each contract completed during the past two (2) oint venture of two or more firms participating in this joint venture:
or will be, res	nd Participation in the Joint Venture. Identify by name and firm those individuals who are, sponsible for, and have the authority to engage in the following management functions an ons. (Indicate any limitations to their authority such as dollar limits and co-signatory s.):
Joint venture	e check signing:
Authority to e	
	enter contracts on behalf of the joint venture:

D. Acquisition of lines of credit:

Page 2 of 5

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

E.	Acquisition and indemnification of payment and performance bonds:				
F.	Negotiating and signing labor agreements:				
G.	Management of contract performance. (Identify by name and firm only): 1. Supervision of field operations: 2. Major purchases:				
	3. Estimating: 4. Engineering:				
VIII. A.	Financial Controls of joint venture: Which firm and/or individual will be responsible for keeping the books of account?				
В.	Identify the managing partner, if any, and describe the means and measure of their compensation:				
C.	What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?				

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

Page 3 of 5

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

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

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

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

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

- C. Which venturer will be responsible for the preparation of joint venture payrolls:
- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

Page 4 of 5

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

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

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

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

Name of MBE/WBE Partner Firm	Firm	Name of Non-MBE/WBE Partner
Signature of Affiant		Signature of Affiant
Name and Title of Affiant		Name and Title of Affiant
Date		Date
On this day of , 2	0 , th	ne above-signed officers
(names of affiants)		<u> </u>

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

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

Signature of Notary Public

My Commission Expires:

(SEAL)

Page 5 of 5

Schedule C-1: Letter of Intent from MBE/WBE to Perform As Subcontractor, Supplier and/or Consultant

	SCHEDULE C-1 MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant	FOR NON-CONSTRUCTION PROJECTS ONLY
Project Name:	Specification No.:	
From:	(Name of MBEAVBE Firm)	
То:	(Name of Prime Contractor)	and the City of Chicago.
Certification Letter. 100% participation is credited for The undersigned is prepa space is required to fully of	us of the undersigned is confirmed by the attached City % MBE or WBE participation is credited for the use of a r the use of a MBE or WBE "regular dealer." ared to perform the following services in connection with the a describe the MBE or WBE proposed scope of work and/or pa reially useful function being performed. Attach additional shee	a MBE or WBE "manufacturer." 60% bove named project/contract. If more yment schedule, including a
	formance is offered for the following price and described term	
	G LEVELS i in each blank if the MBE or WBE will not be subcontracting i	any of the work listed or attached to
A zero (0) must be shown this schedule.	in each blank if the MBE or WBE will not be subcontracting	<i>.</i>
A zero (0) must be shown this schedule. % of the dollar	in each blank if the MBE or WBE will not be subcontracting value of the MBE or WBE subcontract that will be subcontract	cted to non MBE/WBE contractors.
A zero (0) must be shown this schedule.	in each blank if the MBE or WBE will not be subcontracting	cted to non MBE/WBE contractors. cted to MBE or WBE contractors. ne name of the vendor and attach a it will be subcontracted. MBE/WBE ractors, except for as allowed in the
A zero (0) must be shown this schedule. % of the dollar % of the dollar NOTICE: If any of the N brief explanat credit will not Special Condit Commitment.	in each blank if the MBE or WBE will not be subcontracting value of the MBE or WBE subcontract that will be subcontract value of the MBE or WBE subcontract that will be subcontract MBE or WBE subcontract that will be subcontracted , list the ion, description and pay item number of the work that be given for work subcontracted to Non-MBE/WBE cont	cted to non MBE/WBE contractors. cted to MBE or WBE contractors. ne name of the vendor and attach a it will be subcontracted. MBE/WBE ractors, except for as allowed in the ent and Women Business Enterprise
A zero (0) must be shown this schedule. % of the dollar % of the dollar NOTICE: If any of the M brief explanat credit will not Special Condit Commitment. The undersigned will ente upon your execution of a from the City of Chicago.	in each blank if the MBE or WBE will not be subcontracting value of the MBE or WBE subcontract that will be subcontract value of the MBE or WBE subcontract that will be subcontract MBE or WBE scope of work will be subcontracted, list the ion, description and pay item number of the work that be given for work subcontracted to Non-MBE/WBE cont tions Regarding Minority Business Enterprise Commitmeter into a formal written agreement for the above work with y contract with the City of Chicago, within three (3) business detend into a formal written mentor protégé agreement as a	cted to non MBE/WBE contractors. cted to MBE or WBE contractors. ne name of the vendor and attach a tr will be subcontracted. MBE/WBE ractors, except for as allowed in the ent and Women Business Enterprise ou as a Prime Contractor. conditioned ays of your receipt of a signed contract
A zero (0) must be shown this schedule. % of the dollar % of the dollar % of the dollar NOTICE: If any of the N brief explanat credit will not Special Condit Commitment. The undersigned will ente upon your execution of a from the City of Chicago. The undersigned has en Prime Contractor/mentor:	in each blank if the MBE or WBE will not be subcontracting value of the MBE or WBE subcontract that will be subcontract value of the MBE or WBE subcontract that will be subcontract MBE or WBE scope of work will be subcontracted, list the ion, description and pay item number of the work that be given for work subcontracted to Non-MBE/WBE cont tions Regarding Minority Business Enterprise Commitmeter into a formal written agreement for the above work with y contract with the City of Chicago, within three (3) business detend into a formal written mentor protégé agreement as a	cted to non MBE/WBE contractors. cted to MBE or WBE contractors. ne name of the vendor and attach a tr will be subcontracted. MBE/WBE ractors, except for as allowed in the ent and Women Business Enterprise ou as a Prime Contractor. conditioned ays of your receipt of a signed contract a subcontractor/protégé with you as a

(Email & Phone Number)

08/2013

Page 1 of 1

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

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SCHEDULE D-1 Compliance Plan Regarding MBE/WBE Utilization <u>Affidavit of Prime Contractor</u> FOR NON-CONSTRUCTION PROJECTS ONLY

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

Project Name:_

Specification No.:

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

(Name of Prime Consultant/Contractor)

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

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

I. Direct Participation of MBE/WBE Firms:

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

- A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.
- B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:
 - 1. Name of MBE/WBE:_

Address:
Contact Person:
Phone Number:
Dollar Value of Participation \$
Percentage of Participation %
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:1%
Total Participation %
Name of MBE/WBE:
Address:
Contact Person:

08/2013

2.

Page 1 of 5

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-1: Prime Contractor Amoavit-MBE/WBE Compliance Plan
	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:%
	Total Participation %
3.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:%
	Total Participation %
4.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:%
	Total Participation %
5.	Attach Additional Sheets as Needed

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

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct **participation** outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum **achievable** under the circumstances. Only after such a demonstration will indirect participation be **considered**.

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

1. Name of MBE/WBE:

Address:

Contact Person:

08/2013

Page 2 of 5

	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:
	Total Participation %
2.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:
	Total Participation %
3.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:
	Total Participation %
4.	Name of MBE/WBE:
	Address:
	Contact Person:
	Phone Number:
	Dollar Value of Participation \$
	Percentage of Participation %
	Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:
	Total Participation %
5.	Attach Additional Sheets as Needed

08/2013

Page 3 of 5

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE <u>Direct</u> Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

08/2013

Page 4 of 5

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

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

(Name- Please Print or Type)	(Phone)
	R PENALTIES OF PERJURY THAT THE CONTENTS OF THE CT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND ME CONTRACTOR TO MAKE THIS AFFIDAVIT.
(Name of Prime Contractor – Print or Type)	State of:
	County of:
(ognatio)	
(Name/Title of Affiant – Print or Type)	_
(Date)	_
On thisday of, 20, the above sign	ned officer
personally appeared and, known by me to be the perso executed the same in the capacity stated therein and fo	n described in the foregoing Affidavit, acknowledged that (s)he r the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and s	seal.
(Notary Public Signature)	
	SEAL:
Commission Expires:	

08/2013

Page 5 of 5

EXHIBIT 6: ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

EXHIBIT 6

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE

STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR TITLE SERVICES FOR PROPERTY OWNERSHIP SEARCHES AND REAL ESTATE TRANSACTIONS, SPECIFICATION NO. 135097, 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 <u>CONTRACT SPECIFIC</u> 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 V B.10, Required Contents of Proposal in the RFP. 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 subcontractors and retained parties:
 - a. Name
- b. Address
 - c. Fees Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is https://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 rnail.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.comlproducts/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

RFP for Title Services for Property Ownership Searches and Real Estate Transactions Specification No. 135097 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.comiflashplayer

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

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 135097 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) ______, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME:			_	
	(Print or Type))		
AUTHORIZED OFFICER SIGNATURE	:			
TITLE OF SIGNATORY:				
	(Print or Type))		
BUSINESS ADDRESS:				
	(Print or Type)			
State of	(Affix	Corporate Seal)		
County of				
This instrument was acknowledged	before me on this	day of	, 20	_ by
	as President (or	other authorized	officer)	and
as Sec	retary of	(Company Name)		
Notary Public Signature:		(Seal)		

EXHIBIT 7: CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Law

Title Services for Property Ownership Searches and Real Estate Transactions

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional 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) <u>Commercial General Liability</u> (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than <u>\$2,000,000</u> 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 on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

The City of Chicago is to be named as an additional insured under the Contractor's and any subcontractor's policy. Such additional insured coverage shall be provided on ISO endorsement form CG 2010 for ongoing operations and/or CG 2037 for after project completion 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, Contractor's sole negligence or the additional insured's vicarious liability. Contractor's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. Contractor must ensure that the City is an additional insured on insurance required from subcontractors.

Subcontractors performing work for the Contractor must maintain limits of not less than <u>\$1,000,000</u> with the same terms herein.

3) <u>Automobile Liability</u> (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$<u>1,000,000</u> 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) <u>Professional Liability</u>

When any claims management professional or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than <u>\$2,000,000</u>. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing professional Services for Contractor must maintain limits of not less than <u>\$1,000,000</u> with the same terms herein.

5) Valuable Papers

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

6) Blanket Crime

Contractor must provide Blanket Crime Insurance or equivalent covering all persons handling funds under this Agreement against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card or depository's forgery and other related crime risks. The policy limit must be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time.

7) <u>Property</u>

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies), owned, used, leased or rented by Contractor.

Contractor is responsible for all loss or damage to City property at full replacement cost that results from the Agreement.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North La Salle Street, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 7) or equivalent 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. Contractor must advise all insurers of the Agreement provisions regarding insurance. Nonconforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor 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 coverage must be borne by Contractor.

The Contractor 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 coverage and limits furnished by Contractor in no way limit the Contractor'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 Contractor 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverage for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractors desire additional coverage, the party desiring the additional coverage 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.

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

Named Insured: Address:	(Number and Street)			Specification #: <u>135097</u> RFP: Project #: Contract #:
(City)		(State)	(ZIP)	

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 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 [] Products/Completed-Operations [] Blanket Contractual [] Broad Form Property Damage [] Independent Contractors [] Personal Injury [] Pollution				CSL Per Occurrence \$ General Aggregate \$ Products/Completed Operations Aggregate \$
Automobile Liability				CSL Per Occurrence \$
[] Excess Liability [] Umbrella Liability				Each Occurrence \$
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$
Owner Contractors Protective				\$
Other				\$

a) Each Insurance policy required by this agreement, excepting policies for workers 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

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	
City of Chicago	Signature of Authorized Rep
Procurement Department	Agency/Company:
121 N. LaSalle St., #806	Address
Chicago, IL 60602	Telephone
fully met, or that the insurance policies indicated by this certifi	icate are in compliance with all contract requirements.

For City use only

Address:

Name of City Department requesting certificate: (Using Dept.)

____ ZIP Code: ____

Attention:

75

EXHIBIT 8: CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. *See* 45 CFR parts 160 and 164.

1. Contractor must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (http://www.hhs.gov/ocr/hipaa/)

2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.

3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.

4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.

5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.

7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.

8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.

9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

10. Contractor must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.

12. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.

13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

14. Contractor must report to the City any security incident of which it becomes aware.

EXHIBIT 9: CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT

The sample Professional Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website, <u>www.cityofchicago.org/bids</u>.

Respondents are directed to review the provided Sample Professional Services Agreement:

filename: Spec135097_Exhibit_9.pdf

EXHIBIT 10

LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL

A. City-based Businesses (Chicago Business Preference)

For purposes of this section only, the following definitions shall apply:

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city- based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the cost proposal, in accordance with section 2-92-412 of the MCC, to any qualified Respondent that is a prime contractor.

Respondents desiring to take advantage of the City Based Business Preference must submit documentation with their Proposal that Respondent is a City-Based Business: a "City-Based Business Affidavit" and a copy of any Chicago business license(s) if applicable.

B. Alternatively Powered Vehicles Proposal Incentive

i. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this <u>Section B</u> only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(a) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(b) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(c) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(d) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Proposal Incentive" means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

ii. Eligibility for Alternatively Powered Vehicles Proposal Incentive

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a proposal incentive of 1/2% to the contract cost proposal of a qualified respondent when the qualified respondent is an eligible business.

The incentive is used only to calculate an amount to be used in evaluating the price, and it will not affect the price of any contract that may ultimately be awarded.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(b) As a condition of being awarded a contract after claiming this incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work. (d) A Respondent desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Proposal Incentive for Alternative Powered Vehicles, which affirms that the Respondent satisfies all pertinent requirements as an eligible business.

(e) Upon completion of the work, any eligible business that receives a preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the incentive.

(f) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

C. Joint Ventures Between Small Business Enterprises and Veteran-Owned Business Enterprises

For purposes of this section only, the following definitions shall apply:

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Owned" means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Proposal Incentive" means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

"Small business enterprise" means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a proposal incentive of 5% of the contract cost proposal, to any qualified respondent that is an eligible joint venture.

Respondents desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the respondent satisfies all pertinent requirements as an eligible joint venture.

As a condition of being awarded after claiming this incentive, the eligible joint venture shall continue to meet the definition of an eligible joint venture. If a contract is awarded to the eligible joint venture, upon completion of the work, any eligible joint venture that receives a proposal incentive but fails to meet the definition of eligible joint venture during the term of the contract for which the proposal incentive was applied shall be fined in an amount equal to three times the amount of the proposal incentive.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

CITY-BASED BUSINESS AFFIDAVIT

The City-Based Business preference of 2% is applicable to Contracts funded in whole by City funds. Respondent must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Respondents that do not complete this page will not be regarded as City-Based Businesses. If Respondent's operations are at multiple locations in the City of Chicago, use additional sheets if necessary.

1. Is Respondent a "City-Based Business" as defined in the "Local and Other Preferences" portion of this solicitation and in MCC 2-92-412?

() Yes () No

2. Does the Respondent report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?

() Yes () No

3. Does the Respondent conduct meaningful day-to-day business operations at a facility within the City of Chicago?

() Yes () No

- 4. Street address of business location within the City of Chicago (P.O. address not accepted):
- 5. Describe the business activities are carried out at the location listed above:
- 6. How many full-time regular employees are currently employed at the location listed above?
- 7. Total number of full-time regular employees employed at all locations worldwide?
- 8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":

Respondent understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

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

Name of Respondent:			
			(Print or Type)
Signature of Authorized Officer:			
			(Signature)
Title of Signatory:			
			(Print or Type)
State of			
County of			
Signed and sworn (or affirmed) to before me on	(date) by		(name/s of person/s making statement).
(Signature of Notary Public)		(Seal)	

INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

An Eligible Business incentive for alternatively powered vehicles may be applicable. Respondent must complete this form if it desires to be considered for this incentive. Respondents who do not complete and submit this form with their proposals will be deemed to be non-Eligible Businesses.

1. Is Respondent a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? () Yes () No

2. Street address of principal place of business:

3. How many total vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternatively Powered Vehicles," are currently owned, operated, leased or otherwise controlled by respondent?

Line 3(a): _____

4. How many of respondent's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) _____%

5. How many of respondent's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) _____%

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Respondent:

(Print or Type)

Signature of Authorized Officer:

(Signature)

Title of Signatory:

(Print or Type)

State of ______

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

(Signature of Notary Public) (Seal)

SMALL BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS ENTERPRISE JOINT VENTURE AFFIDAVIT

Respondent must complete this form if it desires to be considered for the incentive as described in the Local and Other Preferences section of this solicitation, for joint ventures between Small Business Enterprises and Veteran-Owned Business Enterprises. Respondents that do not complete this page will not be regarded as eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1.	Is respondent an	eligible joint venture	" as defined in MC	C 2-92-418?
	()Yes	() No		

2.	Is at least on	e member of the e	eligible joint venture a	"small business ent	erprise" as defined in	n MCC 2-92-670?
	() Yes	() No				

3. Is at least one member of the eligible joint venture a "veteran-owned business enterprise as that term is defined in MCC 2-92-670?

() Yes () No

4. Is the veteran-owned business identified above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.

() Yes () No

5. If the answer to # 4 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?

() Yes () No

6. If qualifying as a veteran-owned business under the requirements of #5 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

7. List City of Chicago business license(s) held and attaches copies if applicable. If none are required, indicate "none required":

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Joint Venture:	
(Print or Type)	
Signature of Authorized Officer for SBE:	
	(Signature)
Title of Signatory:	
(Print or Type)	
Signature of Authorized Officer for Veteran-Owned Business:	
	(Signature)
Title of Signatory:	
(Print or Type)	
State of	
County of	
Signed and sworn (or affirmed) to before me on (date) by	
(name/s of person/s making statement).	
(Signature of Notary Public)	
(Seal)	