

**TARGET MARKET
RESPONSES RESTRICTED TO CITY OF CHICAGO OR COOK COUNTY
CERTIFIED MBE/WBE FIRMS IN THIS PARTICULAR AREA OF
SPECIALTY**

**REQUEST FOR QUALIFICATIONS (“RFQ”) FOR REAL ESTATE
APPRAISAL, BROKERAGE AND CONSULTING SERVICES**

Category 1: Real Estate Brokerage
Category 2: Real Estate Appraisal
Category 3: Real Estate Consulting

Specification No. 199599

Required for use by:

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



This RFQ distributed by:

**CITY OF CHICAGO
Department of Procurement Services**

All Qualifications and other communications must be addressed and returned by
October 02, 2017 at 4:00 p.m. Central Time to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Altha Riley, Senior Procurement Specialist
Email: altha.riley@cityofchicago.org
Telephone: (312) 744-0762

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

A Pre-Submittal Conference will be held on:
August 16, 2017 at 2:30 p.m. Central Time, at City Hall, 121 N. LaSalle, 11th Floor, Room 1103,
Chicago, Illinois 60602
Attendance is Non-Mandatory, but encouraged.

**RAHM EMANUEL
MAYOR**

**JAMIE L.RHEE
CHIEF PROCUREMENT OFFICER**



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 www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.

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 (1) a 1% bid incentive; and (2) an additional 0.5 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé (in addition, instead of being mentored by the prime, can be mentored by a first-tier subcontractor), 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 agencies¹ 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.

Please also review the following additional reminders about bidding, contracting, and compliance.

Please read Instructions for Bidders, Requests for Proposals and Requests for Qualifications carefully. 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/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.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/WBE 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.

All subcontractors must be approved by the Chief Procurement Officer. 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.

Vendors are required to report payments to all subcontractors and suppliers in C2. 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.

EDSs must be kept up to date. 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.

Check the Debarred Vendor List. 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 ineligible to do business with the City may be found at www.cityofchicago.org/city/en/depts/dps/provdrs/debarred_firms_list.html.

Comply with prevailing wage and minimum wage requirements. 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* 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 www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/ExecutiveOrderNo2014-1.pdf.

Comply with the United States Department of Labor Occupational Safety & Health Administration (“OSHA”) laws and regulations. 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.

Comply with the Multi-Project Labor Agreement (“PLA”). 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.

Schedule Cs must reflect the agreement between the subcontractor and the prime contractor. A subcontractor’s signature on the Schedule C means it has agreed to the scope and price of work that is described therein. We strongly caution against subcontractors signing and sending blank Schedule Cs to prime contractors.

Pay at least the applicable wage rate, and note the requirements of the paid sick leave ordinance. 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 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*; (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. In addition, § 1-24-045, Paid Sick Leave, which was passed in 2016, requires all employers of employees performing work in the City to provide paid sick leave, **effective July 1, 2017.**

Note that there are different types of waivers of lien. A *Conditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. A *Conditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to induce a final payment, and the claimant has not yet been paid. Remember, any outstanding balance that is owed to the claimant or retainage held should be noted in the balance section of the waiver of lien. An *Unconditional Waiver and Release Upon Progress Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. An *Unconditional Waiver and Release Upon Final Payment* is used when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment and the claimant asserts in the waiver that he or she has received the final payment.

Please take a moment to fill out the **optional** 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,

A handwritten signature in blue ink, appearing to read "Jamie L. Rhee", with a long horizontal flourish extending to the right.

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 dps.feedback@cityofchicago.org.

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 monitor, hard drive, or go on standby after 30 minutes or less of inactivity, or are network/system controls used to minimize energy use in idle work stations?

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

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

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

- a. White _____%
- b. Black or African-American _____%
- c. Hispanic _____%
- d. Asian _____%
- e. Other _____%

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

- a. Male _____%
- b. Female _____%

(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 _____
- d. Asian _____
- e. Other _____

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

- a. Male _____%
- b. Female _____%

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EXHIBITS

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

**TARGET MARKET
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
REAL ESTATE APPRAISAL, BROKERAGE AND CONSULTING SERVICES**

Specification No. 199599

I. GENERAL INVITATION

1.1 Purpose of the Request for Qualifications

The City of Chicago (“City”), acting through its Department of Planning and Development (“Department”), invites the submission of Qualifications from City of Chicago and/or Cook County certified MBE/WBE firms in the particular area of specialty to provide Real Estate Services for the City. **All City of Chicago or Cook County certified minority owned and women owned businesses are also encouraged to respond to the Non- Target Market version of this RFQ under Specification No. 245659.** The intent of the RFQ is to identify companies that are qualified to perform services related to one or more of the following three (3) Scope Categories, which are described in further detail in Exhibit 1 Scope of Services in this RFQ.

Category 1: Real Estate Appraisal
Category 2: Real Estate Brokerage
Category 3: Real Estate Consulting

Companies with expertise and demonstrated experience in these areas, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFQ. Companies can respond to one or more of the three (3) scope categories as described in further detail in the Scope of Services. All qualified MBE/WBE firms are encouraged and invited to apply including without limitation, all those who have been previously awarded Target Market Master Consulting Agreements (“MCA”) for Real Estate Appraisal, Brokerage and Consulting Services. Further, any City of Chicago certified MBE/WBE firms who currently are not included in a City of Chicago pre-qualified MCA vendor pool for Real Estate Brokerage, Appraisal and Consulting Services are welcome to submit their Qualifications for one or more Scope Categories, as applicable.

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

The City may award one or more MCA’s in each Scope Category to qualified firms as a result of this RFQ, if in the opinion of the CPO the best interests of the City will be served. The work contemplated is professional in nature. It is understood that the Consultant acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Consultant under a contract awarded pursuant to this RFQ are

confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City. Any contract resulting from this document will require the Consultant to execute a statement of confidentiality.

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

1.2 Internet Access to this RFQ

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

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

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

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

II. DEFINITIONS

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

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

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

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

“Comptroller” means the chief executive officer for the City of Chicago, Department of

Finance.

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

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

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

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

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

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

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

III. SCOPES OF SERVICES

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

3.1 Task Order Requests

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

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

Following Consultant's submission of a Task Order proposal in response to the TOR, the Commissioner and the Chief Procurement Officer will review the Task Order proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed, revised Task Order Proposal (based upon such negotiations) to the City for approval.

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

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

Task Order Proposals

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

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

If any Task Order contains terms that are inconsistent or conflict with this Agreement, then the

terms of this Agreement will control over such inconsistent or conflicting terms. Any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to MCA Section 3.1.4.9.

The Consultant acknowledges and agrees that the City either may select from among those proposals submitted in response to a Task Order Request that Task Order proposal which is in the best interests of the City or may reject any and all Task Order proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no services relating to a Task Order proposal until such approval is obtained.

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

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

3.2 Description of Services

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

3.3 Contract Term

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

IV GENERAL INFORMATION AND GUIDELINES

4.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Altha Riley, at altha.riley@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on August 25, 2017. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Submittal Conference.

All questions and requests for clarification must be submitted via e-mail using the provided template- "Clarifying Questions Template." The subject line of the

e-mail must clearly indicate that the contents are “Questions and Request for Clarification” about the RFQ and are “Not a Qualifications submission” and must refer to “Request for Qualifications (“RFQ”) for Real Estate Brokerage, Appraisal and Consulting Services, Specification No. 199599 – Target Market” No telephone calls will be accepted unless the questions are general in nature.

B. Pre-Submittal Conference

The City will hold a Pre-Submittal Conference in City Hall, 121 N. LaSalle, 11th Floor, Room 1103, Chicago, Illinois 60602, at 2:30 p.m., Central Time on August 16, 2017. The City requests that all parties planning on attending the Pre-Submittal Conference notify Altha Riley prior to the Pre-Submittal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

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

4.2 Deadline and Procedures for Submitting Qualifications

1. The City is initiating an open qualifications process for this RFQ, whereby Respondents are invited to submit their Qualifications for one or more of the three Scope Categories for Real Estate Brokerage, Appraisal and Consulting Services to the City. Again, Respondents should note that the City encourages comprehensive responses to this RFQ identifying Respondents ability to directly or indirectly provide the required services. Resource sharing from a single source Respondent will be a factor in evaluation and selection related to this RFQ.
2. To be assured of consideration, Qualifications responses must be received by the City of Chicago in the City’s Bid & Bond Room (Room 103 , City Hall) no later than 4:00 P.M. Central Time on October 02, 2017. The Bid & Bond Room can be reached at telephone number 312-744-9773.
3. The City may, but is not required to accept Qualifications that are not received by the date and time set forth in Section 4.1.A above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Qualifications responses.

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

4. Qualifications must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

5. Respondent must submit 1 hardcopy original, 10 electronic copies in a searchable pdf format on a USB drive or CD-ROM and 1 redacted copy of the submission in searchable pdf. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized officer of the business entity on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.

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

Qualifications Enclosed
Target Market Request for Qualifications (RFQ) for Real Estate
Brokerage, Appraisal and Consulting Services
Specification No. 199599
Due: 4:00 p.m. Central Time, October 02, 2017
Submitted by: (Name of Respondent)
Package ____ of ____

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

4.3 RFQ Information Resources

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

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

4.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFQ	8/2/17
Pre-Submittal Conference	8/16/17
Post-Conference Questions Due	8/25/17
Qualifications Due	10/02/17

4.5 Transparency Website; Trade Secrets

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

To designate portions of Qualifications as confidential, Respondent must:

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

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

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

All submissions are subject to the Freedom of Information Act.

V PREPARING QUALIFICATIONS: REQUIRED INFORMATION

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

5.1 Format of Qualifications

Qualifications response must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy Original, 10 electronic copies in a searchable pdf format on a USB drive or CD-ROM.

Respondents may submit a Qualifications response for one or more Scope Categories described in Exhibit 1, Scope Categories and Scope of Services. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below in Section 5.2 . For each proposed Scope Category (1 to 3), separate applicable information (Sections 5.2.2 through 5.2.6) pertinent to particular Scope Categories by a tabbed divider so the City can clearly distinguish Qualifications submitted under each Scope Category. If the same information applies to one or more Scope Categories include a statement in that section. Sections 5.2.1 (cover letter) and 5.2.7 through 5.2.10 will be considered universal to all proposed Scope Categories and thereby only one submittal is necessary in your response.

Each page of the Qualifications must be numbered in a manner so as to be uniquely identified. Qualifications response must be clear, concise and well organized. Respondent is strongly discouraged from including promotional or marketing materials not related specifically to the focus of this RFQ.

5.2 Required Contents of Qualifications

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

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

5.2.1 **Cover Letter**

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

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

5.2.2. Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Contract.

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

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

C. Acceptance of Master Consulting Agreement Terms

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

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

D. Business License/Authority to do Business in Illinois

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

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

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

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

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

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

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

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

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (executives, project managers and key staff, etc.). Add any other types of staff/personnel whom the Respondent may propose for any Task Order. The City recognizes that key personnel and corresponding staffing plans will vary depending upon the project scope, but the City seeks to determine the qualifications of proposed key personnel.

5.2.5 Approach, Strategy and Methodology for Implementing Engagements

A. Approach to Implementing Services

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

B. Organization Chart

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

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

C. Dedicated Resources

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

5.2.6 Minority and Women Business Enterprises Commitment

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

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

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

5.2.7 Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposed submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

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

Respondent shall complete an Economic Disclosure Statement and Affidavit, including those sections pertaining to federally funded matters and Attachment A: Online EDS Acknowledgement. **See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 5.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their Qualifications: 1) Certificate of Filing printed from system, 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form**

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

5.2.9 Legal Actions

Respondent must provide a listing and a brief description of all material legal

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

- A. A debtor in bankruptcy; or
- B. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- C. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- D. A defendant in any criminal action; or
- E. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- F. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- G. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

5.2.10 Insurance

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

VI EVALUATING QUALIFICATIONS

6.1 Evaluation Process

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

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

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

Phase I - Preliminary Qualifications Assessment

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

Phase II - Qualifications Evaluation

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

As part of the evaluation process, the EC will review the information required by Section V, for each Qualifications submission received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

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

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

6.2 Evaluation Criteria

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

- A. Professional and Technical Competence:
 - 1. Ability to provide the Services described in the RFQ, including capacity to perform the Scope of Services for the specific Scope Category described in Exhibit 1 of this RFQ.
 - 2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies) for the specific Scope Category.

3. Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago for the specific Scope Category.
 4. References. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- B. Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for implementing engagements within the specific Scope Category.

The Evaluation Committee will review each Qualifications response for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to implementing engagements within the specific Scope Category.

- C. Certification Letter from the City of Chicago or Cook County confirming Respondent is currently certified with the City of Chicago as an MBE/WBE firm in the applicable area of specialty associated with each proposed Scope Category.
- D. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- E. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- F. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 5.
- G. Acceptance of the City's Terms and Conditions in the sample Master Task Order in Exhibit 7 enabling the City to successfully award a contract.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Qualifications response, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration.

VII SELECTION PROCESS

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

Phase III- Site Visit and/or Oral Presentations

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

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

The City will require the selected Respondent(s) to participate in price negotiations. The City’s requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent(s), including failure to agree on a fair and reasonable compensation schedule for the Services or any other terms or conditions, the Commissioner may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent(s).

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

VIII. ADDITIONAL DETAILS OF THE RFQ PROCESS

8.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the “Take out Sheet” prior to the Qualifications due date. A copy of addenda associated with this RFQ specification number will also be posted on the City of Chicago’s Department of Procurement Services website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when

they pick-up a copy of the RFQ package from the Bid & Bond Room and leave a business card, e-mail BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFQ prior to the Qualifications due date. Each addendum is incorporated as part of the RFQ documents, and the prospective Respondent should acknowledge receipt.

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

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

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

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

8.2 City's Rights to Reject Qualifications

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Qualifications that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required by this RFQ. If no Respondent is selected through this RFQ process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFQ or as may otherwise be so required.

8.3 No Liability for Costs

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

8.4 No Guarantee of Awarded Work

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

qualified vendors must respond to Task Order Request and undergo the evaluation and selection process to be eligible for awarded work.

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

8.6 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

8.7 Title VI Solicitation Notice

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

EXHIBIT 1

SCOPE OF SERVICES

SCOPE OF SERVICES

I. DESCRIPTION OF SERVICES

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

CATEGORY 1: APPRAISAL SERVICES

The Real Estate Appraisal Services respondent will provide real estate appraisals in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices (“USPAP”) as promulgated by the Appraisal Foundation. The appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the appraiser to prepare an opinion on the value of the property interest under appraisal, and to complete the required report to the full satisfaction of the user department. If applicable, each appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings. The appraiser may be required to give testimony in judicial proceedings, and may be required to act as a review appraiser for specific appraisals.

The following is a general description of the procedures for obtaining Real Estate Appraisal Services. The term “**Appraiser**” means one or more qualified and licensed individual(s) employed by the selected Consultant to perform appraisal services covered under an awarded Task Order based on the Consultant’s proposal in response to a Task Order Request. “**Appraisal Order**” means the Task Order awarded to the Consultant and subsequent Notice to Proceed issued by each respective Department for each property appraisal.

A. General

1. Appraisal Services. Appraisal Services may be ordered by an authorized Using Department at any time during normal business hours. Appraisals must be completed within the time limits specified in the Appraisal Order or otherwise required by the terms of this Agreement.
2. Appraisal Orders - An authorized representative of a Using Department will specify whether it will select the Consultant that offers the lowest cost proposal resulting from a competitive bid among all Consultants (or a randomly rotating subgroup of Consultants) or whether it will establish criteria other than, or in addition to, cost. The Using Department will then place an Appraisal Order as otherwise set forth in this Agreement. The Using Department may not request the services of a specific

Consultant, but the Using Department may set forth qualifications for a particular Appraisal Order and select the Consultant based on their qualifications.

- a. The Using Department may request the services of a specific Appraiser in its Appraisal Order. In this case, the Consultant must assure that the appraisal is actually performed by that Appraiser, unless the Department approves substitution of an equally qualified Appraiser.
- b. If the Appraisal Order does not request that a specific Appraiser perform the services, then the Consultant may assign any appraiser who is appropriately licensed and qualified by the Appraisal Order or this Agreement.
- c. The Consultant must perform all Services in accordance with the standards of performance set forth in the Agreement.

B. Description of Services

The Appraiser must appraise all parcels of property in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices (“USPAP”) as promulgated by the Appraisal Foundation. The Appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the Appraiser to prepare an opinion on the value of the property interest under Appraisal, and to complete the required Appraisal Report to the full satisfaction of the Using Department. The Appraiser must inspect each parcel, including all building structures, fixtures, and other improvements to the property. If applicable, each Appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings.

C. Testimony in Judicial Proceedings

An Appraiser may be required to give testimony in Judicial Proceedings. Upon request from an authorized representative of a Using Department, the Consultant agrees that the Appraiser who completed the Appraisal Report will testify as to the value of the property interest appraised in any legislative or judicial proceedings in which such testimony is required. The Appraiser in preparation for deposition or testifying in a judicial proceeding must make available to the City for inspection all documents used in reaching their opinion of value. These documents could include but not be limited to all sales data, land sales research, surveys, maps, plats, models, land plans, artist renderings, architectural drawings, photographs, and other information used in reaching their opinion of value. In addition, if the Appraiser is required to provide copies of the documents in anticipation of

deposition or trial they shall be reimbursed the costs for copying the documents at a rate agreed upon set forth in the Agreement.

The Consultant will be compensated for Testimony in Judicial Proceedings in accordance with the hourly rates agreed upon and set forth in the Agreement. These services must include time required for: (a) re-inspection of the property; (b) updating the Appraiser's valuation; (c) participating in pretrial conferences with counsel for the City; (d) verifying comparable sales, locating sales witnesses and supplying information relative to comparable sales; (e) time spent in depositions; (f) testifying in judicial proceedings; and, meetings with counsel in preparation for (e) and (f).

D. Cooperation with Review Appraiser

The City may require that one or more Appraisers act as Review Appraisers for specific appraisals. Upon the issuance of an Appraisal Order by an authorized representative of a Using Department, the Contractor will designate a Review Appraiser. The Review Appraiser will be required to examine all Appraisals performed for a particular parcel to assure that the Appraisals meet applicable appraisal requirements and seek, if necessary, corrections or revisions. Before the City will accept an Appraisal, the Review Appraiser must determine that the Appraiser's documentation, including valuation data and the analyses of that data supports the Appraiser's opinion of value. Appraisers will be required to cooperate with a Review Appraiser in every manner.

E. Consultation with the City

The Consultant must assure that all Appraisers performing services pursuant to this Agreement will be available to consult with City employees about services to be performed by the Appraiser, at mutually convenient times. The Appraiser must initiate consultations whenever the Appraiser is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals to be furnished to the City. The City may also initiate consultations whenever the City is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals. There will be no charge by any party for these consultations.

F. Appraisal Reports

1. Reports in General

An Appraiser must complete a written report on each parcel, and must supplement this report with any additional narrative required to fully explain and justify the Appraiser's conclusions as to value and all other matters. The Appraiser must submit two hard copies of the Appraisal Report plus an electronic copy (PDF or similar format) for each parcel of property appraised. All Appraisal Reports must be printed on good quality paper and bound. The

Appraisal Reports must be suitable for submission as evidence in courts of law. Appraisal Reports must be submitted to the Using Department on the date required in the Appraisal Order, but no later than three weeks after the Using Department issues the Notice to Proceed with the Appraisal Order, unless otherwise agreed to in writing. The date of valuation must be as close as possible to the date of delivery and in no case more than two weeks prior. In issuing Appraisal Orders, Using Departments may require that Appraisal Reports be completed on standard forms approved by the Department or may require that the Appraiser produce a self-contained, summary, or restricted use report. If the Using Department informs the Appraiser in the Appraisal Order that the funds to be used are City funds, State of Illinois funds or Federal funds, then the Appraisal Report must conform to current regulations established by the City, the State of Illinois, the standards of the Appraisal Institute, or any applicable Federal funding agency, as necessary and as may be directed by the Using Department.

2. General Requirements for Appraisal Reports

Unless otherwise directed in an Appraisal Order, the Appraiser must provide the following information as part of each Appraisal Report:

- a. A summary entitled "Appraisal Report for City of Chicago and (the Name of the Requesting Agency)" which should include the following:
 - i. the City project name and number, if applicable;
 - ii. the Date of the Appraisal Report, date of valuation and permanent index number (PIN);
 - iii. the parcel number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s) including names of all tenants and parties in possession;
 - iv. the Date(s) of the Appraiser's inspection of the property with the owner(s) or the owner's designated representative, including the name of each owner or owner's representative who accompanied the Appraiser during his/her inspection, along with a statement of the interest in the property or the representative capacity held by each such person;
 - v. the Appraiser's opinion of the fair market value of the parcel and/or the fair rental value or other property interest as identified;
 - vi. the limiting conditions of the appraisal, which may include assumptions (i) that the title is good and marketable, (ii) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (iii) that the legal description of the property and the interest in the property to be appraised, furnished to the Appraiser by the City is correct; and

that no survey of the property has been made, if applicable. Any other appropriate assumption or limiting condition may be added **only** if it has been specifically approved in writing by the City;

- vii. certifications of the employee of the Appraiser performing the Appraisal, (1) that the employee personally made a thorough inspection of the property (2) that, to the best of such employee's knowledge and belief, everything contained in the report is true, and no relevant and important fact has been omitted, (3) that neither the employee's employment nor compensation is contingent on the valuation reported, and, (4) that such employee has no past, present or prospective interest (including as a real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the employee's performance of the Appraisal Services in an impartial manner; and
 - viii. the signature of the Appraiser and statement of all pertinent license numbers, including State of Illinois license number and MAI designation number, if applicable.
- b. The name, telephone number and address of the property owner, and the name of any other party known or believed to hold a separate compensable interest in the property. The Appraiser must, to the extent practicable, ascertain the names and rights of all parties in possession, and the terms or conditions of their tenancy or possession, and note for consideration all factual information and comments furnished by the owner or their representative relevant to the appraisal. The Appraiser must give the owner or their designated representative an opportunity to accompany the Appraiser during the inspection. If the owner of a compensable interest in the property or a representative of the owner does not accompany the Appraiser during the inspection, the Appraiser must include in the Appraisal Report a copy of the notification to the owner of the opportunity to accompany the Appraiser, and evidence of the owner's receipt of such notification, or a statement that the owner could not be located despite diligent effort.
 - c. Off-record title information, if ascertained, concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession.
 - d. The street address and an accurate description of each parcel and all interests in the parcel appraised. In addition, the Appraisal Report should contain all basic property data, including pertinent information with respect to, but not limited to: (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes

affecting the available use or occupancy of the land, (3) the assessed value of the real property, the amount of current annual real estate taxes, and the name of taxpayer (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) any special hazards or deleterious conditions upon the property, if known or observed, including environmental hazards, (8) the current rental and rental history of the property, if known, (9) the estimated annual costs of ownership and for operation and maintenance of the property , if applicable, and (10) a description of the buildings, structures (including outdoor advertising signs), type of business, tenants, and other improvements, if any, including relevant information about the type of improvements, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility or obsolescence an any other characteristics or attributes of the improvements germane to the value of the real property.

- e. The Appraisal Report must contain the legal description of the parcel and a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way must be attached to and made a part of each report. The Appraisal Report must also include a tax plat, neighborhood map or aerial, and photographs, each clearly identified, as may be appropriate to be furnished to the City, in the sole discretion of the Using Department.
- f. The Appraisal Report should report any condition or occupancy of the property that the Appraiser believes may be a violation of law, or that may affect the value of the property; however, Appraiser is not required to undertake any environment assessment or testing.
- g. The Appraiser's opinion about the highest and best use of the property. The highest and best use determination must be based on the property's economic potential, qualitative values (social and environmental) inherent in the property itself, and other utilization factors controlling or directly affecting land use, (i.e., zoning, physical characteristics, private and public uses in the vicinity or neighboring improvements). Projections should not be remote, speculative, or conjectural. Projections should be consistent with the legal standards set forth by the Illinois courts, and federal regulations if the source of funding is federal. If the highest and best use of the property is other than as developed, then the Appraiser will be required to contact and inform the City of this conclusion prior to completion of an Appraisal Report. The Appraiser should be prepared to demonstrate expertise in support of any projections made for the property that defines a "highest and best use" that is other than the current use of the property.

Appraiser will not assume a change in zoning in forming such opinion without the approval of the Corporation Counsel's Office.

- h. The Appraiser's opinion about the fair market value of the property and/or the fair rental value. The Appraisal Report must state the basis for the opinion of value, and all data and analyses needed to explain and support the opinion. The fair market value and/or the fair rental value is deemed to be the probable price, in terms of money, that the property would bring in an open and competitive market under all the conditions requisite to a fair sale or rental, all parties acting prudently, knowledgeably, and with the assumption that neither party is under duress. The supporting data and analyses furnished in the appraisal report should include, but not be limited to the following:

- i. any sale of the subject property that has occurred within the last five years, or any comparable rental that has occurred within the last six months, and sales and/or the fair rentals of comparable properties considered by the Appraiser;
- ii. Information about sales or other dispositions of comparable properties considered by the Appraiser in estimating the fair market value and/or the fair rental value of the property for the designated use. In making these comparisons, appropriate allowance should be made for all differences pertinent to the desirability for the proposed new use or uses of the property and the properties with which it is compared. Information about comparable properties must include identification of the grantor and grantee.

These comparisons should also take into account other factors such as the existence or absence of structural improvements on the property, location of the property, its surroundings, distance from business centers, location of improved streets and roads, location of industries, conditions and appearance, and other relevant factors. The income producing potentialities of the property when redeveloped for a proposed new use or other uses should also be considered where applicable;

- iii. All other information and analyses that the Appraiser considers relevant to the fair market value of the property;
- iv. If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the ownership in the property, the Appraisal Report must contain the Appraiser's opinion of the market value for the part taken and any damages to the remainder as a result of this taking. The foregoing opinions must be supported in the report by the data and

analyses by which the Appraiser formed these opinions;

v. All maps, plats, photographs, or other exhibits, as necessary to explain or illustrate the Appraiser's analyses. For all self-contained and summary reports, Appraisers must supply photographs of the subject property and all comparable properties used in the analysis, and supply a map indicating the relation of subject property to the comparable properties. Appraisers must also supply tables that summarize the pertinent characteristics, in description and of the transaction, of the comparable properties. The report must include identification of the grantor and grantee of each comparable transaction. Originals of these materials will be required on all copies of each Appraisal Report.

i. The Appraisal Report must include a list of all items of personal property considered to be part of the real property ("irremovable equipment").

j. A summary of special assessments for public improvements, if any, and a statement of the real estate taxes for the current year, if such can be ascertained.

3. Appraisal for a portion of a Parcel

Where the property sought to be acquired constitutes only a portion of a parcel, the Appraiser must generate an Appraisal Report in accordance with all requirements set forth above. In addition, the Appraiser must include in the Appraisal Report: (1) an opinion as to the fair cash market value of the whole; (2) the fair cash market value of the part taken and the fair cash market value of the part not taken (and any damages which may accrue to the portion not sought to be acquired); (3) the special benefits accruing to the part not taken, if any; and (4) the Appraisal Report must fully explain and justify the reasons for such allocation of value and conclusions.

Appraisers must retain all field notes, which may be needed to support the valuation and appraisal findings in the event that Appraiser is called upon to testify in any judicial proceeding. Appraisers must be available to answer questions or otherwise explain the bases of valuations, opinions or conclusions to City employees.

4. Supplements or Corrections

If an Appraiser must modify or supplement an Appraisal Report for any reason, this modification must be made, and a revised Appraisal Report completed within two weeks without additional cost to the City, if (1) applicable appraisal principles require the modification or supplement of the appraisal, (2) material omissions, inaccuracies, or defects in the appraisal are discovered, or

(3) if there is significant delay between the date of the valuation and the date of the acquisition of any parcel or if the property has been materially altered since the appraisal, a revised opinion of the value of the property may be requested by the City, if a supplementary report is required.

5. Specific Appraisal Services and Appraisal Report Requirements.

In addition to the general requirements for Appraisal Services as specified above, Appraisers must provide the following documentation or services for each category of Appraisal Services:

a. Acquisition Appraisals

Appraisal Reports for acquisition appraisals of improved properties must include express summaries of calculations for the three basic approaches to value, namely: (a) market; (b) income; and (c) cost approach. If it is not appropriate to provide all three calculations, then the appraiser must provide an explanation of why such calculation is not necessary.

b. RE-USE Appraisal

(1) The Appraiser must consult and advise the Using Department about the functions performed and to be performed under this Agreement, and the real estate aspects of the Using Department's plans and programs that are related to reports prepared and to be prepared by the Appraiser.

(2) The Appraiser must appraise the property for such particular re-use as may be specified by the City.

(3) The Appraiser must make all necessary or appropriate inspections, investigations, and studies to enable the Appraiser to perform properly the functions to be performed by the Appraiser under the Agreement.

(4) The Appraiser must also prepare and deliver to the Using Department, within 45 calendar days after assignment of the parcel(s), or within the time specified in an Appraisal Order, an Appraisal Report containing:

(a) The Appraiser's estimates of the fair market re-use value of the property for the use specified by the Department;

(b) A discussion of the principal factors influencing the marketability and value of the property in the immediate area, including consideration of such matters as the activity of local real estate market during the past five years for properties comparable to the property appraised, the current demand for such properties and the

extent of the competitive properties presently available to meet the current and future demand anticipated in a reasonable length of time, the environment of the area, and proposed improvements to be installed by the Using Department of which the Appraiser has been advised by the Using Department;

- (c) Other information and analyses considered by the Appraiser or the Using Department to be relevant to the marketability or the valuation of the appraised property. For instance, vacant properties that are located in inactive real estate markets where the comparable sales information is insufficient from which to derive a reliable indication of value, the Appraiser should consider supporting the estimate of value by use of the land residual technique.

6. Lease Appraisal

The Appraiser may be requested to prepare an Appraisal Report designed to determine the fair market rental value of property the City is considering leasing. Fair Market Rental Value is defined as:

"The rental income that a property would most likely command on the open market as indicated by current rentals being paid for comparable space (as of the effective date of the appraisal)."

The term is often synonymous with "economic rent." Fair market rental value should be based upon specified comparable rental properties.

7. Appraisal Requirements for Vacations of Public Ways

The Appraiser may be requested to determine the amount of money that represents the benefit that will accrue to the owners of the reversionary interest in the public way being vacated. In making this determination, the Appraiser must ascertain and compare the value of the subject property before the vacation to the value of the subject property after the vacation. All opinions of value must be supported by relevant comparable sales data. The appraisal report must state what value, if any, is attributed to the assemblage of any parcels which are affected by the vacation and include a statement of the Appraiser's opinion of highest and best use.

In determining the fair market value of the parcel appraised after the vacation of the public way, the Appraiser must consider any reservations of easements or dedications of property for public use as contained in the vacation ordinance or other documentation as instructed by the Corporation Counsel.

The Appraiser must be available to consult with the Corporation Counsel upon request and must furnish information and materials reasonably required to support or explain the Appraisal.

8. Appraisals for Irremovable Equipment or Removable Fixtures.

If machinery, equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitutes part of real property, the Appraiser may be requested to appraise fixtures and irremovable equipment. If there is more than one owner for each item, a separate schedule must be furnished for each owner. The information and conclusions being furnished on each item include:

- a. Descriptions of the items, including as appropriate: the manufacturer, model and serial numbers, size or capacity, age and condition, and degree of obsolescence of the item. Accessories and spare parts, special foundations and power wiring, and process piping generally should be listed separately, following the listing of the item(s) to which they apply;
- b. Estimates of the replacement cost installed for each item as listed and identified (excluding any elements listed separately). The Appraiser should separately identify the basis of estimated replacement cost (new or used);
- c. Conclusions as to the value added to the fair market value of the real property as a whole by the presence of the item(s);
- d. An estimate of the fair market value of the item if removed from the property at the purchaser's expense. This value must be considered the probable selling price of the item if the item were offered for sale for removal from the property by a third party, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which such item is adaptable, including salvage.

9. Easement Appraisals

If easements or other separate interests exist or are intended by the Using Department on a parcel of real property, and the division of ownership is not of such a character as to destroy the practical unity of the property, the Appraiser must determine the fair market value of the property to each interest held separately. The Appraisal Report must contain the data, analyses and reasoning by which the Appraiser made such determination.

10. Grants of Privilege Appraisals

The Appraiser may be requested to determine the per square foot fair market value of uses in, over and under the public way that are granted by the Using Department for permanent structures such as balconies, fences, generators, loading docks, conduit, irrigation systems, underground vaults, and temporary

structures such as, but not limited to, windscreens, benches, kiosks, booths, that may be removed and the public way can be restored easily.

CATEGORY 2: BROKERAGE SERVICES

The Real Estate Brokerage respondent must act as broker in a variety of transactions including, but not limited to: the sale of City property or acquisition of property on behalf of the City; leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

The following is a general description of the procedures for obtaining Brokerage Services. The term “**Broker**” means one or more qualified and licensed individual(s) employed by the selected Consultant to perform Brokerage Services covered under an awarded Task Order based on the Consultant’s proposal in response to a Task Order Request.

The Consultant must act as Broker in a variety of transactions including, but not limited to: transactions involving identification, leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

Consultant must assist the City in the negotiation of cost-effective and/or revenue producing leases that satisfy the property requirements while conforming to the City’s policies and procedures.

Services to be provided may include, but are not limited to, the following subcategories:

A. Leasing - Consultant must perform the following tasks:

1. Assist the City in identifying tenants for vacant space in City owned properties or lease opportunities within the Chicago market to meet space requirements for specific City of Chicago departmental requests on a project specific basis.
2. Assist the City in negotiating competitive leases, terms for new leases, renewals or amended lease terms where the City is the lessor or the lessee.
3. Assist the City with preparation of lease documents.
4. Assist with the representation of the City in the lease-execution process.

5. Prepare lease term executive summaries and presentations to the City of Chicago Space Planning Committee (SPC) as well as to the Committee on Housing and Real Estate (CHRE) or other City Departments.
6. Make presentations to the SPC and CHRE.
7. Assist in the coordination of legal and appraisal work.

B. Acquisitions - Consultant must perform the following tasks:

1. Assist the City in identifying purchase opportunities within the Chicago market to meet space requirements for specific City of Chicago departmental requests on a project specific basis.
2. Assist the City in negotiating competitive purchase terms for property acquisitions.
3. Represent the City in purchase negotiations and closing processes.
4. Prepare executive summaries and presentations to the SPC and CHRE or other City Departments.
5. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
6. Coordinate with the City and the City's Law Department legal, appraisal, survey and title work, including assisting the City in the preparation of draft ordinance packages as required for purchase transactions.

C. Dispositions - Consultant must perform the following tasks:

1. Assist the City in creating optimal disposition strategies for select City properties to ensure greatest market and optimum return.
2. Assist the City in advertising the sale of select City properties.
3. Evaluate offers received and prepare narrative analysis of each offer.
4. Provide economic analysis of all offers and prepare report of such analysis.
5. Recommend the best possible offer, providing backup as necessary to substantiate.
6. Prepare executive summaries and presentations for the City.
7. Make presentations to the City and provide support services to the City in connection with presentations made to the SPC, as well as to the CHRE.
8. Coordinate legal, appraisal, survey and title work including the City in preparation of draft ordinance packages as required for transactions involving disposition of properties.

D. General Tasks- In addition to the above, Consultant must perform the following tasks:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
2. Assist in making presentations to various City department and committees,

real estate industry functions and community organizations.

3. Provide monthly reports on the status of its assignments, including project time lines and action plans.

CATEGORY 3: CONSULTING SERVICES

Consultant must provide various real estate consulting services to supplement the City's internal resources and assist the City in making optimum real estate decisions based on current and anticipated future market conditions.

Services to be provided may include, but are not limited to, the following subcategories:

A. Portfolio Management - Consultant must perform the following tasks:

1. For each property under management, make recommendations for alternatives to consider upon lease renewals, tracking overall lease renewal time lines and notifying the City in advance of such alternatives for consideration.
2. Analyze benchmark and supply market data to support real estate transactions proposed by either the City or the real estate advisor.
3. If requested, identify areas of inappropriate space utilization within current City inventory of space and make recommendations for the reduction of leased space, increase of leased space, reduction of City-owned space, or increase of City-owned space, as found necessary.
4. If requested, evaluate lease versus purchase options for select properties.

B. Site Review - Consultant must perform the following tasks:

1. Assist the City in reviewing potential site alternatives for given property assignments, for both lease and purchase options.
2. Evaluate site alternatives and prepare a narrative analysis of each offer.
3. Provide an economic analysis of all alternatives and prepare a report of such analysis.
4. Recommend the best possible alternative, providing backup as necessary to substantiate.
5. Prepare executive summaries and Presentations the SPC and CHRE or other City Departments.
6. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
7. Assist in the coordination of legal, appraisal, survey and title work.

C. Marketing - Consultant must perform the following tasks:

1. Write copy for, plan and implement, as required, all advertising for

solicitation to sell, lease or purchase real estate on behalf of the City.

2. Plan and implement a targeted public relations campaign for specific property transactions as well as for communication of City real estate initiatives.
3. Create concept papers for communication of City real estate transactions, programs and initiatives within City Departments and to appropriate approval authorities.
4. Assist the City in assembling documentation required to pursue opportunities in industry trade events and for award recognition.

D. Community Outreach - Consultant must perform the following tasks:

1. Assist the City in organizing meetings throughout the City to share City acquisition strategies with residents of affected neighborhoods.
2. In conjunction with the Department of Housing or other City Departments, meet with residents affected by relocation to explain the relocation plan and ensuing management of the property prior to relocation.
3. Assist the City in resolving potential conflicts as a result of the City obtaining title to and managing given properties.
4. Assist in identifying and soliciting MBE/WBE/DBE firms available to provide services as required by this RFQ.
5. Prepare reports identifying utilization of MBE/WBE/DBE firms in services provided in response to the RFQ on a quarterly basis.

E. Auditing - Consultant must perform the following tasks:

1. Utilizing in-house resources or outside accounting services, assist the City in auditing payments by the City for rent, operating, tax, build-out and other expenses as needed.
2. As needed, compare actual expenses on real estate transactions and required expenses per executed lease, determining any discrepancies.

F. General Tasks - In addition to the above, Consultant must perform the following tasks:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
2. Assist in making presentations to various City department and committees, real estate industry functions and community organizations.
3. Provide monthly reports on the status of its assignments, including project time lines and action plans. Provide general consulting.

EXHIBIT 2

COMPANY PROFILE INFORMATION

COMPANY PROFILE INFORMATION

SCOPE CATEGORY: _____

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

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: Prime Subcontractor/Subcontractor Joint Venture Partner

Supplier or Other: _____

(7) Number of Years in Business:

(8) Total Number of Employees: _____

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

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm's strategy for providing Real Estate Brokerage, Appraisal and Consulting Services in the proposed Scope Category for clients:

(13) Briefly describe your firm's experience with Real Estate Brokerage, Appraisal and Consulting Services in the proposed Scope Category for clients:

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

EXHIBIT 3

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

SCOPE CATEGORY: _____

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

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: _____ Completion Date: _____

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

(11) Describe how the client's goals were met. Describe the Real Estate Brokerage, Appraisal and Consulting Services in the proposed Scope Category offered and implemented. Attach additional pages, as necessary.

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

(13) Is the client still utilizing the Real Estate Brokerage, Appraisal and Consulting Services in the proposed Scope Category?

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

EXHIBIT 4

**SPECIAL CONDITIONS FOR TARGET MARKET PROFESSIONAL SERVICES
AGREEMENTS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES**



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

SPECIAL CONDITIONS for Target Market Professional Service Agreements MBE/WBE

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

I. POLICY AND TERMS

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with section 2-92-420 et. seq. of the Municipal Code of Chicago (MCC) and Regulations Governing Certification of Minority and Women-Owned Businesses and all other regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this agreement.

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

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

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

II. DEFINITIONS

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

limited to the participation of firms performing within their Area of Specialty.

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

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant in response to a bid solicitation, request for proposal, request for qualification or task order request (issued in accordance with the Professional Services Agreement) that issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the Task Order, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the Task Order or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.
- h. "Contract Compliance Administrator" means the officer appointed pursuant to MCC Section 2-92-490.
- i. "Consultant" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Task Order will count as Direct Participation toward the Task Order Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of

their last certification and the area of specialty in which they have been certified. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

- l. "Good Faith Efforts" means actions undertaken by a bidder or consultant to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Consultant's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant.)
- n. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.
- o. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- p. "Proposal" means the detailed description of the Services to be provided by the consultant in response to a Task Order Request issued in accordance with the Professional Services Agreement.
- q. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Task Order are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- r. "Task Order" means an approved Proposal, as modified by negotiation between the City and consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Professional Services Agreement.
- s. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.
- t. "Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or Cook County or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

III. ELIGIBILITY

- A. Task Orders included in the Target Market Program can be either MBE Target Market Task Orders, WBE Target Market Task Orders or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Task Orders, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Task Orders. On solicitations open to both MBEs and WBEs joint ventures are allowed between both MBEs and WBEs.
- B. If the bidder is a joint venture, the bidder must provide a copy of the Joint Venture agreement and a Schedule B-2 with its proposal for the Professional Services Agreement. In order to demonstrate each MBE/WBE partner's share in the ownership and control of the joint venture, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other activities to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory, and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).
- C. Task Orders included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in in the Task Order's designated commodity area(s) by successfully being certified by the City's Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.
- D. The vendor may not subcontract more than fifty percent (50%) of the dollar value of the Task Order to subconsultants who are not MBEs or WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a Task Order consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a consultant subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- E. MBE or WBE firms will be allowed to participate in this Target Market Task Order only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE firms participating in the Task Order being a part of the bid/proposal response.
- F. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market Program.
- G. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude

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

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

IV. PROCEDURE TO DETERMINE TASK ORDER PROPOSAL COMPLIANCE

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

A. Schedule C-3

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

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

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-3, must conform to their stated Area of Specialty.

C. Schedule D-3

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

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

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

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

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

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

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

E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the consultant's books and records, including without limitation payroll records,

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

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

VI. ADVANCES AND EXPEDITED PAYMENTS

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

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

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

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

VII. COMPLIANCE

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

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

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

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

VIII. ARBITRATION

A. In the event a consultant has not complied with the contractual MBE/WBE percentages in its Schedule D-3, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the consultant damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the consultant and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a consultant and a MBE/WBE.

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

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

D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

IX. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or consultant and subconsultant obligations.

X. RESOURCE AGENCIES

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

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

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

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

City of Chicago
Department of Procurement Services
Contract Administration Division
City Hall - Room 806
Chicago, Illinois 60602
Phone# (312) 744-4900

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

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



CITY OF CHICAGO
ASSIST AGENCY LIST

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

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

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative
Address/phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

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

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

Sincerely,

SCHEDULE B-2:

AFFIDAVIT OF MBE/WBE TARGET MARKET JOINT VENTURE

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

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

I. Name of joint venture: _____

Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each MBE/WBE venturer(s): _____

Name of Firm: _____

Address: _____

Phone: _____

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

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

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

V. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) _____

Non-MBE/WBE ownership percentages(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions: : _____

a. Dollar amounts of initial contribution: _____

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

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

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

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

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

VI. _____

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

- 1. Supervision of field operations: _____
- 2. Major purchases: _____
- 3. Estimating: _____
- 4. Engineering: _____

VII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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

Will any personnel proposed for this project be employees of the joint venture?:

Yes _____ No _____

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

Employed by MBE/WBE

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

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

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

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

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

Note: If, after filing this Schedule B-2 and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime consultant if the joint venture is a Subconsultant.

Name of MBE/WBE Partner Firm

Name of MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this ____ day of _____, 201_, the above-signed officers

Names of affiants _____,

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

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

Notary Public Signature: _____

(Seal)

Commission Expires: _____

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



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

**FOR
TASK ORDER
CONTRACTS ONLY**

Contract PO No. : _____

Task Order Project Description: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

NOTICE: If any of the MBE or WBE scope of services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)



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

**FOR
TASK ORDER
SERVICES
CONTRACTS ONLY**

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

Contract PO No.: _____

Task Order Project Description: _____

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

(Name of Prime Consultant/Contractor)

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

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

1. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

2. Name of MBE/WBE Firm: _____

Address: _____

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

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

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

3. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

4. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

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

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

5. Name of MBE/WBE Firm: _____

Address: _____

Contact Person/Title: _____

Phone Number: _____

Dollar Value of Participation: \$ _____

Percentage of Participation: % _____

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

Total Participation % _____

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

6. Attach Additional Sheets as Needed

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

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

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

2. WBE Direct Participation

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

III. Summary of Indirect MBE/WBE Proposal

1. MBE Indirect Participation

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

2. WBE Indirect Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 5

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

EXHIBIT 5

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

WHEN SUBMITTING YOUR RESPONSE TO THIS TARGET MARKET REQUEST FOR QUALIFICATIONS (RFQ), FOR REAL ESTATE APPRAISAL, BROKERAGE AND CONSULTING SERVICES, SPECIFICATION NO. 199599, THE RESPONDENT(S) SHALL SUBMIT 2 DOCUMENTS: 1) A "**CERTIFICATE OF FILING**" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

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

EDS Number: _____

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 5.2.8, Required Contents of Proposal in the RFQ. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon

the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership
 - _____ b. Legal Name
 - _____ c. FEIN/SSN
 - _____ d. City of Chicago Vendor Number, if available.
 - _____ e. Address

- _____ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action

requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

Q: What is a person for purposes of the EDS?

A: “Person” means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

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

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

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

Online EDS.

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

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

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

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

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

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

Q: I forgot my password. What should I do?

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

Q: How do I complete an Online EDS?

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

Q: How do I fill out a Disclosure of Retained Parties?

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally

identifiable information, so your privacy is maintained.

- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

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

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 199599 containing a full set of RFQ Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFQ Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

EXHIBIT 6

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Planning and Development
Real Estate Appraisal, Brokerage and Consulting Services
Target Market

A. INSURANCE REQUIRED

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

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000..each accident; \$ 500,000 disease-policy limit; and \$500,000..disease each employee, or the full per occurrence limits of the policy, whichever is greater.

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

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

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

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Professional Liability

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

6) Valuable Papers

When any plans, designs, drawings, media, data, specifications, reports, leases, surveys, audits, 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.

B. Additional Requirements

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required

insurance provisions. Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	199599
Address (Street):		RFQ:	TARGET MARKET REAL ESTATE APPRAISAL BROKERAGE, AND CONSULTING SERVICES
(City/State/Zip)		Project #:	
		Contract #:	
Description of Operation/Location:			

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

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

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

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

For City use only

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

EXHIBIT 7

CITY OF CHICAGO SAMPLE MASTER TASK ORDER CONTRACT

CITY OF CHICAGO'S SAMPLE MASTER TASK ORDER CONTRACT

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

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

filename: Spec199599_Exhibit_7.pdf