

**REQUEST FOR QUALIFICATIONS ("RFQ") FOR  
BROADBAND INTERNET SERVICES**

**Specification No. 620384**

Required for use by:

**CITY OF CHICAGO  
(Department of Innovation and Technology)**



This RFQ distributed by:

**CITY OF CHICAGO  
(Department of Procurement Services)**

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

Shannon E. Andrews, Chief Procurement Officer  
Attention: Joseph Chan Senior Procurement Specialist  
[joseph.chan@cityofchicago.org](mailto:joseph.chan@cityofchicago.org)

312 -744-7659

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 January 30, 2019, 2:00 PM Central Time, City Hall,  
11th Floor, Room# 1103, 121 North LaSalle Street, Chicago, Illinois 60602.  
Attendance is Non-Mandatory but encouraged.

**QUALIFICATIONS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON  
MARCH 25, 2019**

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**RAHM EMANUEL  
MAYOR**

**SHANNON E. ANDREWS  
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](http://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 agencies<sup>1</sup> 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.

If you have a question, ask us. The telephone number and e-mail address of the individual from DPS

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<sup>1</sup> For a list of assist agencies, visit [www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.pdf).

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 MW/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](http://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](http://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](http://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](http://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](http://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](http://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.



Shannon E. Andrews  
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](mailto: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 \_\_\_\_\_%

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**REQUEST FOR QUALIFICATIONS ("RFQ")**  
**for**  
**BROADBAND INTERNET SERVICES**

Specification No. 620384

**I. GENERAL INVITATION**

***A. Purpose of the Request for Qualifications***

The City of Chicago ("City"), acting through its Department of Innovation and Technology ("DoIT"), is pleased to invite the submission of responses from qualified Respondents in the broadband industry to respond to this RFQ for provision of Broadband Internet Services for City departments.

The City of Chicago seeks Broadband Internet Services (from one or more service providers) to support the continuous day-to-day operations of the City and wishes to take advantage of current and future broadband technologies and pricing through this RFQ. If your company is interested in providing broadband internet services on a competitively and technically advanced basis to the City of Chicago, then you are invited to respond to this RFQ.

***B. Background***

The City delivers many services to over 2.7 million residents, hundreds of thousands of businesses, and millions of visitors, and employs over 30,000 staff. The Department of Innovation and Technology (DoIT) is one of 30 departments and is its central IT organization, providing technology and telecommunications services to departments, the Mayor, Aldermen, residents, businesses and tourists.

DoIT provides network engineering, network infrastructure, network file & print services and administration, email administration, network authentication and access administration, network security and administration, Internet access and administration, desk side and help desk support to City staff, information security, data management and analytics, and custom and off-the-shelf enterprise systems development and support. Many of DoIT's services are provided directly to City staff, but the department also builds and maintains external-facing web applications and public technology services, such as public Wi-Fi and computer access, as well.

The City currently has broadband services at more than 100 City locations. The City expects to contract with one or multiple Respondents chosen through this RFQ process.

More information about DoIT may be found at [cityofchicago.org/doit](http://cityofchicago.org/doit).

### **C. Internet Access to this RFQ**

All materials related to the RFQ will be available on the internet at:  
[www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

The City expects Respondents to have full access to technology. The City also intends to cut its costs while adhering to environmentally conscious practices; therefore, the City will not provide paper copies of this RFQ, Clarifications and/or Addenda.

**All Respondents are responsible for obtaining all RFQ materials. If Respondent chooses to download and print an RFQ document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing [BidandBond@cityofchicago.org](mailto: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.**

A Respondent who chooses to download an RFQ solicitation 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 response. 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.

The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFQ.

## **II. DEFINITIONS**

The following defined terms have the meanings specified below.

NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

**"Addendum"** means a revision of the RFQ Documents issued by the Chief Procurement Officer prior to the due date for submitting Qualifications.

**"Agreement"** means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFQ in Exhibit 11.

**"Chief Procurement Officer" or "CPO"** means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

**"Clarification"** means the City's response to questions submitted by Respondents which do not revise the requirements of the RFQ.

**“Commissioner”** or **“CIO”** means the Chief Information Officer of the City of Chicago Department of Innovation and Technology, and any representative authorized in writing to act on the City Commissioner’s behalf.

**“Contractor”** or **“Consultant”** means the Respondent or Respondents awarded a contract pursuant to this RFQ process.

**“Department”** or **“DOIT”** means the City of Chicago Department of Innovation and Technology.

**“EC”** means the City Evaluation Committee appointed to review and assess all Qualifications and make its recommendations to the Commissioner concerning its evaluations.

**“Response”** or **“Qualifications”** is the written content and documents submitted by a Respondent in response to this RFQ.

**“Respondent”** means the primary entity which submits a Qualifications in response to this RFQ and may include subcontractors and other affiliates.

**“Selected Respondent”** means the awardee or awardees of the contract from this RFQ.

**“Service Guide”** means a listing of broadband services and associated terms and pricing that is published, online or in other form, and is generally applicable to Respondent’s customers.

**“Services”** means performance of all tasks, activities and deliverables relating to the provisions of broadband internet services as described in detail in Exhibit 1, Scope of Services and performed by qualified and licensed personnel of the selected Contractor from this RFQ.

### III. SCOPE OF SERVICES

#### A. *Description of Services*

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

#### B. *Awarded Contracts and Orders*

The City may award contracts to one or more Selected Respondents. The City may then place orders for Services under such awarded, master contracts. DOIT may order Services based on the process described below.

The City may order those Services at the prices proposed by Selected Respondents in their Cost Proposals. In addition, the City may order other Services offered by Selected Respondents as set forth in their Service Guide. The City reserves the right to order Services by soliciting requests for the required Service among multiple Selected Respondents, or to request Services from a single Selected Respondent if deemed to be in the best interest of the City, and, in either case, to further negotiate pricing for Services,

provided that in no event will the City pay more for such Services than the lesser of the pricing set forth in Selected Respondent's Cost Proposal or Service Guide.

**C. Contract Term**

Any contract awarded pursuant to this RFQ solicitation shall be for a base contract period of five (5) years plus two (2) two-year extension options.

**IV. GENERAL INFORMATION AND GUIDELINES**

**A. Communications Between the City of Chicago and Respondents**

**1. Submission of Questions or Requests for Clarifications**

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Joseph Chan, joseph.chan@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on February 4, 2019. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Submittal Conference.

The subject line of the online discussion must clearly indicate that the contents are "Questions and Request for Clarification" about the RFQ and are "Not a Proposal" and must refer to "Request for Qualifications ("RFQ") for Broadband Internet Services, Specification No. 620384." No telephone calls will be accepted unless the questions are general in nature.

**2. Pre-Submittal Conference**

The City will hold a Pre-Submittal Conference at City Hall, 11<sup>th</sup> Floor, Room #1103, 121 North LaSalle Street Chicago, Illinois 60602 at 2:00 PM Central Time on January 30, 2019. All parties interested in responding to this RFQ are urged to attend in person. The City requests that all parties planning on attending the Pre-Submittal Conference notify Joseph Chan prior to the Pre-Submittal Conference. The email 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 conference. Anything stated at this Pre-Submittal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an Addendum issued by the Department of Procurement Services.

**B. Deadline and Procedures for Submitting Qualifications**

1. To be assured of consideration, Qualifications 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 March 25, 2019. The Bid & Bond Room can be reached at telephone number 312-744-9773.

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

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 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 is received as required.

3. Qualifications must be delivered to the following address:

Shannon E. Andrews, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid & Bond Room  
Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

4. Respondent must submit 1 hardcopy original, and 6 individual electronic copies of the original in one searchable pdf format, and a separate redacted copy of the entire Qualifications or submission, with Pricing/Cost Proposal completed in Excel, all on a USB drive or CD-ROM. The original hardcopy must be clearly marked as "ORIGINAL" and must bear the original signature of an authorized officer on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.

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

Qualifications Enclosed  
Request for Qualifications (RFQ) for Broadband Internet Services  
Specification No. 620384  
**Due: March 25, 2019 4:00 p.m. Central Time,**  
Submitted by: (Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Response shall neither be deemed nor constitute acceptance by the City of Respondent's Response. 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 Response was submitted by the date and time specified herein.

**C. 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](http://www.cityofchicago.org/Procurement):

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

**D. 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	January 16, 2019
Non-Mandatory Pre-Submittal Conference	January 30, 2019
RFQ Questions Due	February 4, 2019
Qualifications Due	March 25, 2019

**E. 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 the Response which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

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

1. Mark the cover page as follows: "This Response includes trade secrets or other proprietary data."
2. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFQ."

3. Provide a CD-ROM with a redacted copy of the entire Qualifications or Submission as one .pdf format file for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a 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.

## **V. PREPARING QUALIFICATIONS: REQUIRED INFORMATION**

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

### **A. Format of Qualifications**

Qualifications hardcopy original 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.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section V.B. Each page of the Qualifications must be numbered in a manner so as to be uniquely identified.

Electronic versions of the original Qualifications shall be word-searchable and mirror images of the original hardcopy.

### **B. Required Contents of Qualifications**

Qualifications content must be clear, concise and well organized. Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFQ. 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. 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 is accepted by the City, your Qualifications and related submittals may become part of the contract. While the City recognizes that Respondents provide

costs in varying formats, compliance with the enclosed Cost Proposal in Exhibit 2 is required to facilitate equitable comparisons.

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

### **1. Cover Letter**

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

- a) Indicate the number of years the company/organization has been in business and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this Response, oral presentation or negotiations.
- d) Include statement of any objections or comments, to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 11 of this RFQ.
- e) Acknowledge receipt of Addendum issued by the City, if any.
- f) Indicate which Affidavit(s), if any, submitted with Response for City's consideration per Exhibit 9, Local and Other Preferences; Adjustments to the Evaluation Score and Affidavits.

### **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 Respondents plan for implementing and monitoring the Services; approach to project management; strategies, tools and safeguards for ensuring performance of required Services; equipment software and firmware considerations; training and ongoing support; and any additional factors for the City's consideration.

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

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



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

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

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

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

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

- (i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity as shown in Exhibit 7.

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

Respondent must provide at least three (3) references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFQ. 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.

Describe the general scope provided by the Respondent in terms of the Broadband Internet Services delivered to any referenced municipalities or clients.

Explain any differences, if any, from the requirements set forth in this RFQ, or proposed in response to this RFQ, compared to the deliverables provided to any referenced cities or clients.

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) Respondent's Qualifications including Existing Broadband Internet Presence and Experience in the City of Chicago**

Respondents must describe the breadth of their broadband internet services within the greater City of Chicago area. This description will include number of total access points, total number of access nodes, total number of access nodes dedicated to data (if applicable), and total concurrent bandwidth capability of the backhaul/backbone in place.

Respondents must provide a brief description of broadband internet technologies (voice, data) supporting the existing accounts.

**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 subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois.

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

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

#### **4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel dedicated to the Services described in this RFQ.**

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

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

For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

#### **5. Implementation / Management Plan and Proposed Solution**

Respondent must provide a comprehensive and detailed plan for providing Broadband Internet Services which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFQ. The plan must demonstrate Respondent's capacity to successfully implement and manage the Services and ability to comply with the scope of service and requirements as described in this RFQ. The management plan must address, at a minimum, the following areas:

##### **a) Approach to Implementing Services**

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, project support &

reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

**b) Organization Chart**

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

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

**6. Dedicated Resources**

**a) Facilities, Equipment, and Personnel**

Describe facilities, equipment, support personnel, communication technologies, and other resources available for implementing the proposed Services.

**b) Staffing Plan**

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

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

## **7. Schedule of Compensation / Cost Proposal**

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

All costs must, at a minimum, be provided as requested in Exhibit 2. For purposes of comparing costs among Respondents, Respondent must not deviate from the format and content outlined in Exhibit 2. The City reserves the right to negotiate a final price, terms, and conditions with Selected Respondent.

The City is requesting detailed information regarding the compensation for Broadband Internet Services. All costs should be detailed for each year of the contract. (5 year base contract term, plus the 2 two-year extension options). In addition, Respondent must provide information regarding access to its proposed Service Guide.

All costs must be fixed and in writing. Costs must reflect all discounts and cost reductions. The City of Chicago anticipates awarding a contract under this RFQ for a firm, fixed price for Services. Respondents must provide a detailed cost breakdown of all fee rates, costs, and expenses computed in the firm, fixed price to be charged to the City under Respondent's Qualifications.

## **8. Minority and Women Business Enterprises Commitment**

Respondent must complete and submit the forms that are attached to this RFQ in Exhibit 5 to evidence Respondent's proposed MBE/WBE direct participation in some aspect of the contract. For purposes of your response to this RFQ, the minimum Minority Business Enterprise (MBE) direct participation goal is 25.0% and the minimum Women Business Enterprise (WBE) direct participation goal is 5.0% of the total contract value.

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

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

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFQ as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

## 9. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept a complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link.

Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their Qualifications 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 must include the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

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

Respondent shall complete an Economic Disclosure Statement and Affidavit and Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 6. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall submit a copy of 2 documents with their Qualifications: 1) Certificate of Filing printed from system and 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.

## 11. Legal Actions

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

- a) A debtor in bankruptcy; or
- b) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d) A defendant in any criminal action; or
- e) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- f) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation 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.

## **12. Insurance**

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

## **13. Disclosure of Conflicts of Interest**

The City expects that the Respondent will not have any conflicts of interest (including, but not limited to, any conflicts based on Respondent's participation in other City contracts). Therefore, Respondent should include in its Qualifications a description of any actual or potential conflicts of interest.

# **VI. EVALUATING QUALIFICATIONS**

## **A. Evaluation Process**

An Evaluation Committee, which will include the representatives from the Department of Innovation and Technology (DoIT), Office of Emergency Management and Communications, (OEMC), Chicago Police Department (CPD) the Department of Procurement Services (DPS) 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. 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. B, Required Content of the Qualifications. Qualifications 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 requirements set forth in the RFQ. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation / management plan, service plans and cost proposal, and other factors based on the evaluation criteria outlined in Section VI. B, Evaluation Criteria.

If Respondent would like the City to apply, in evaluating Respondent's Qualifications, the (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Powered Vehicles, (3) Incentive for Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures, (4) BEPD Commitment, or (5) Commitment to Encourage Diverse Workforce and Management. Respondent must submit the applicable affidavit(s) with its Qualifications. A description of these preferences and affidavits can be found in Exhibit 9, Local and Other Preferences: Adjustments to the Evaluation Score and Affidavits.

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

The City reserves the right, after advertisement of the RFQ, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Qualifications, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised Responses from the Respondents based upon the revised Scope of Services.

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

### **B. Evaluation Criteria**

In evaluating the Respondent's Qualifications, the City may apply: (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Powered Vehicles, (3) Incentive for Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures, (4) BEPD Commitment, or (5) Commitments to Encourage Diverse Work Force and Management, as applicable.



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) as applicable:

**1. Professional and Technical Competence**

- a) Ability to provide the Services described in the RFQ, including capacity to perform the Scope of Services described in Exhibit 1 of this RFQ.
- b) Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies) including existing Broadband Internet Presence and Experience in the City of Chicago.
- c) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago.
- d) 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.

**2. Quality, Comprehensiveness and Adequacy of the proposed Implementation / Management Plan and Proposed Solution:**

The EC will consider the quality, comprehensiveness and adequacy of the proposed plan for implementing and managing the Broadband Internet Services including the proposed solution, staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago account.

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

The EC will consider the Respondent's proposed solution addressing the Technical and Service Level Requirement outlined in Exhibit 1, Scope of Services and in Exhibit 10, Minimum Service Requirements for Core Locations. The EC will consider the following:

- Degree to which Respondent's proposed approach meets the City's business and technical requirements.
- Added value of any particular component(s) of the proposed approach.
- Impact of the proposed approach on the operations of the user departments, and the demonstrated ability to enhance operational efficiency and effectiveness.

**3. Schedule of Compensation / Cost Proposal**

The City will consider completeness and adequacy of cost as per the Cost Proposal, Exhibit 2 and/or Service Guide offered.

**4. MBE/WBE Compliance Plan**

The EC will evaluate the level, relevancy, and quality of direct participation by MBE/WBE firms certified by the City of Chicago or Cook County. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.

**5. Legal Actions**

The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

**6. Financial Stability**

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

**7. Compliance with Laws, Ordinances, and Statutes**

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.

**8. Degree to which the Respondent accepts the City's Terms and Conditions**

Respondent must indicate the degree to which it accepts the City's terms and conditions, including in the Scope of Services and in the City's Sample Professional Services Agreement in Exhibit 11. A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Qualifications may be rejected.

**9. Conflicts of Interest**

The EC will consider any information regarding Respondent, including information contained in Respondent's Qualifications, 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 DoIT Commissioner and Chief Procurement Officer a recommended short list of qualified Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondent(s), or a recommendation to reject any or all Qualifications, as is determined by the EC to be in the best interests of the City.

### **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 DoIT Commissioner and 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 what was submitted in Respondent's Qualifications; and/or to ask Respondent to respond to additional questions.

Following oral presentations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the DoIT Commissioner. The Evaluation Committee will recommend one and no more than three highly qualified or qualified submittals for the DoIT Commissioner's approval. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

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

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

The City reserves the right to terminate this 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**

### **A. 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 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 digital 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 and 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](http://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 A.1 herein.

**B. *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.

**C. *No Liability for Costs***

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the 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.

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

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of

more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

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

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

**E. False Statements**

**1. 1-21-010 False Statements**

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

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

**2. 1-21-020 Aiding and Abetting**

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

**3. 1-21-030 Enforcement**

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

**F. 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 Respondents 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.

**G. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**

If this Contract was advertised on or after June 30, 2018, Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 8 attached hereto) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.

## EXHIBIT 1 SCOPE OF SERVICES

### A. SUMMARY OVERVIEW

The City currently uses Broadband Internet Services at roughly 106 City locations: (see Exhibit 1A City Location List)

- 100 Remote Locations (for Enterprise Wide Area Network (WAN) Connectivity)
- 6 Core Locations (for Centralized Enterprise Internet Access)

The City's existing broadband services are a mixture of the following types of services:

- Digital Subscriber Line (DSL)
- Cable
- Fiber
- Wireless
- Satellite

### B. TECHNICAL REQUIREMENTS

The Selected Respondents must meet or adhere to the following minimum requirements:

#### 1) Minimum Bandwidth Requirements – Remote Sites

- 25 Mbps Downstream
- 10 Mbps Upstream

Full Bandwidth must be available at all times – i.e., no data throttling.

#### Minimum Bandwidth Requirements – Core Sites

- 50 Mbps Downstream
- 50 Mbps Upstream

Full Bandwidth must be available at all times – i.e., no data throttling.

*Describe your proposed broadband technology and available bandwidths.*

In the event the City orders Services for any Core Sites, the Contractor shall meet the minimum service requirements set forth above and as follows:

- DDoS Protection Services
  - Automatically Mitigate DDoS Attacks
  - DDoS Dashboard
  - DDoS Incident Reporting
- BGP Advertisement / BGP Failover
  - Using City's Assigned ASN Number
- Full Physical Layer Redundancy (at Handoff)
  - Four physical handoffs – from two separate switches

**2) Static IP Requirements**

Minimum of one Static IP per service (i.e., circuit, connection, or line of service).

**3) IPsec Traffic Support**

All of the City existing Remote Site Broadband Service Locations are tunneled back to the City's Enterprise Network via an IPsec Virtual Private Network (VPN) Tunnel.

Therefore, the proposed service(s) must be capable of transporting IPsec Traffic – and, the Provider must allow the transport of IPsec Traffic.

**4) Synchronous and Asynchronous Options**

The majority of the City existing broadband service is currently asynchronous; however, ideally, the City would have the option to also select from synchronous service offerings (in addition to asynchronous options).

*Describe your proposed Synchronous and Asynchronous Options that are available and, differences in the proposed technologies (if applicable).*

**C. PRICING REQUIREMENTS**

**1) Customer Premise Equipment (CPE)**

All CPE – if required to operate the Respondent's Broadband Service (i.e., DSL and/or Cable Modem(s), etc.) – must be free of additional cost, without any one-time purchase or monthly recurring "rental" charges/fees

**2) Installation Fees**

The City is to be exempted from any/all Installation Fees

**3) Term Commitments**

All broadband services (excluding fiber-based solutions) shall have no associated term commitments – and must allow the City to cancel service, at any time, without any penalties

**D. PRICING PROPOSAL**

**Pricing Matrix**

Respondent shall include with its Qualifications the Pricing Matrix in Exhibit 2 Cost Proposal with, at a minimum, the following information:

- Service Name(s)
- Service Type(s)
- Service Speed(s) (Downstream / Upstream)
- Monthly Recurring Cost(s)

Respondents must provide this information with respect to those types of Services listed in Exhibit 2 Cost Proposal, which pricing shall remain in effect for the duration of the Contract.



**E. SERVICE ORDERS**

Fully operational deployment must be achieved within 30 days of order submission.

All Broadband Services delivered to the City must be ordered by an authorized representative of the City on behalf of the City. An authorized City Representative List will be provided – and continuously updated – by the City.

The City will assume no liability for charges for services that were not ordered through an authorized representative using a valid Purchase Order Number (PON). Respondent must display the PON as a reference on all Invoices.

**F. SUPPORT REQUIREMENTS**

**1) Network Operations Center**

The Selected Respondent(s) Network must be supported via a Network Operations Center (NOC) operating 24 hours a day, 7 days a week, 365 days a year, providing high quality communications operations management, or its functional equivalents that will provide services traditionally associated with a NOC. Respondent shall actively track the fault remedy process from the opening of a ticket through its closure.

The Selected Respondent(s) shall supply a Client Help Desk staffed 24 hours per day, 7 days per week, 365 days per year for the purposes of handling trouble and repair calls for Respondent Network and Equipment problems. The Help Desk shall record the exact time when the trouble ticket was opened and when it was closed – and, keep all associated incident notes. Respondent shall also make available to the City a web-based self-service user portal allowing the City to create/track trouble tickets.

**2) Repairs and Escalation**

The Selected Respondent(s) shall dispatch a qualified technician to City site within 2 hours.

The Selected Respondent(s) shall have problem escalation procedures in place to handle repairs and for taking the problem from one organization level to another starting with contacting the Engineers on the City Account. Respondent shall provide procedures to the City and include the names, positions, and contact numbers of people who are to be notified. Respondent shall keep procedures and contact list up-to-date at all times.

Adequate spare parts must be stocked on-site or elsewhere in the Chicago area to ensure rapid restoration of service in the event of equipment failure.

**G. SERVICE LEVEL AGREEMENTS (SLA)**

The Selected Respondent(s) shall perform to a certain level of service as outlined in the table below. Respondent shall provide to the City reporting metrics, which should detail status on all SLA's agreed to in the Contract (if a Contract is awarded). SLA credits will be provided for each hour of downtime.

### Service Level Agreements

Category	Measurement Definition	Service Hours	Expected Service Level	Agree? (Yes/No)	Reason if No
<b>Network Performance</b>					
Network Availability - Core Sites	Actual Network Uptime as a percentage of Scheduled Uptime	24/7/365	99.99%		
Network Availability - Remote Sites	Actual Network Uptime as a percentage of Scheduled Uptime	24/7/365	99.5%		
<b>Order Provisioning</b>					
Service Request Response	The length of time to respond to service request and provide target timeframes of completion	Normal Business Hours	All Service Requests are responded to in Under 4 Hours		
Work Order Completion	Number of orders fulfilled within a specified timeframe for routine requests	Normal Business Hours	80% of all orders are completed within 3 Business Days		
Moves, Adds, Changes (MAC's)	Number of MAC's completed within the scheduled timeframe as a percentage of the total MAC's attempted	Normal Business Hours	80% within 24 hours of Due Date		
<b>Trouble Resolution</b>					
1st Call Resolution Rate	Number of problems resolved during first call to Tech Support Group as a percentage of total Tech Support Calls	24/7/365	90% of troubleshooting & repair requests completed correctly on first call		

Severity 1 - Mission Critical Issues	Service Issues that impact the City's ability to carry out Mission Critical Function with no work around	24/7/365	80% within 4 hours		
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Category	Measurement Definition	Service Hours	Expected Service Level	Agree? (Yes/No)	Reason if No
<b>Trouble Resolution</b>					
Severity 2 - Major Impact	Service Issues that impact multiple users at a single site or multiple sites with no work around	24/7/365	80% within 24 hours		
Severity 3 - Moderate Impact	Service Issues that impact multiple users but work around available	24/7/365	80% within 72 hours		
Severity 4 - Low Impact	Single user affected and work around available	24/7/365	80% within 5 Days		

<b>Billing</b>					
Invoices and Billing Report Delivery	Amount of time from Bill Closing Date to Invoice Bill Media Delivery	Normal Business Hours	2 Days from Close of Bill Cycle		
Bill Inquires	The length of time to respond and resolve outstanding bill inquiries	Normal Business Hours	30 Days		
Special Data Requests	The length of time to respond to special requests for ad-hoc data such as Account Circuit Inventory, Usage Reports, etc.	Normal Business Hours	2 Days		

**H. "SERVICE GUIDE" PURCHASING OPTION**

The Selected Respondent(s) must provide the City with a "Service Guide". The City must have the ability to order Services from the Service Guide after the award of a contract without the need to amend the contract.

**I. NETWORK MAINTENANCE**

The Selected Respondent(s) must have a preventative network maintenance plan and a planned procedure for notifications during both planned and unplanned outages.

*Describe preventative network maintenance plans in existence and operational today.*

*Describe planned and unplanned outage notification procedures and timing.*

**J. PROJECT AND ACCOUNT MANAGEMENT**

The Selected Respondent(s) must identify an Account Manager who will be responsible for coordinating services to the City. The Account Manager will act as technical coordinator to handle issues relevant to the Scope of Work and any other contractual responsibilities assigned to the selected Respondent(s) such as service, equipment, billing, maintenance, and the coordination with the overall implementation of the network. The Account Manager must:

Have a technical and administrative background and have the experience necessary to successfully operate in the City's environment.

Play an active role in minimizing the total cost of the City's broadband services by monitoring account activity and ensuring that locations are on the most cost effective plans that meet the business needs at all times.

Process all new service or change in service orders within eight (8) business hours.

Attend regularly recurring meetings with the Department of Innovation and Technology Network Team and Public Safety Network Teams – as well as other City Department IT Service Coordinators (as required).

Deliver monthly broadband service usage reports and maintenance activities log – for previous month – along with information for upcoming month's planned maintenance activities that may affect City broadband services, and any news relevant to Respondent service or product changes.

The City must obtain timely and professional assistance from the selected Respondent(s) technical support staff to include system analysts, network engineers, programmers, and repair technicians. These individuals must be knowledgeable of networks similar in size and complexity to the City's and must provide services adhering to the highest professional standards. At the time of contract signing, a back-up Account Manager must be identified in the event that the Account Manager is unavailable.

**K. BILLING**

The Selected Respondent(s) must:

Have the ability to set up consolidated billing, by service type, and provide a corresponding consolidated monthly invoice.

Respondent will indicate all invoicing options and agree to 60 Day Payment Terms.

The final approval of the billing format will be determined by the City.

**L. INVENTORY MANAGEMENT**

The selected Respondent(s) Account Manager must actively manage the inventory including:

Provide upon request, a current list of all deployed services including: account number, circuit number, circuit type, service location, and monthly cost.

Provide a Transition Plan at the start of the contract that details how remote sites will be migrated to the new broadband service. Similarly, if at any point in the contract, a large group of sites are selected to be turned up / or migrated to the selected Respondent(s) broadband service, the Account Manager must provide a Migration Plan as well. The Transition and Migration Plans must include details on the timeframe, scheduling, contact person(s), locations, and acceptance testing activities.

**M. MOST FAVORED CUSTOMER**

The selected Respondent(s) must treat the City as a Most Favored Customer, including:

- a) Active account management must occur by the Account Manager
- b) The ability to roll-over to other service plans must be offered regardless of time spent within a chosen plan
- c) Market competitive pricing must be offered on all service plans during the life of the contract
- d) Periodic price re-evaluations must occur to determine if lower prices are available from the selected Respondent(s) as compared to market pricing and prices of any other customer of substantially similar size and usage
- e) "Best Pricing Clause" – City must be offered best available pricing

**EXHIBIT 1A  
CITY LOCATION LIST**

DATA CENTERS		
City of Chicago Data Center 1		
City of Chicago Data Center 2		
Department of Aviation Data Center 1		
Department of Aviation Data Center 2		
OEMC Data Center 1		
CPD Data Center 1		
PHYSICAL ADDRESS	BUILDING NAME	DEPARTMENT(S)
2111 W LEXINGTON ST	311 CITY SERVICES	311
10101 S STONY ISLAND AVE	101ST AND STONY ISLAND FLEET MAINTENANCE FACILITY	2FM
10420 S VINCENNES AVE	FUEL FACILITY FS008	2FM
1345 W 103RD ST	FLEET MAINTENANCE FACILITY	2FM
1685 N THROOP ST	NORTH AND THROOP FLEET MAINTENANCE FACILITY	2FM
25 W 65TH ST	65TH AND STATE ST. FUEL FACILITY FS009	2FM
3100 S SACRAMENTO AVE	LIGHT DUTY SHOP	2FM
3104 W HARRISON ST	POLICE MOTOR MAINTENANCE GARAGE NO. 3	2FM
3245 N CAMPBELL AVE	POLICE MOTOR MAINTENANCE GARAGE NO. 4	2FM
4231 W FERDINAND ST	NW FUEL FACILITY FS003	2FM
4233 W FERDINAND ST	NW FLEET MAINTENANCE	2FM
4820 W SUNNYSIDE AVE	FUEL FACILITY FS005	2FM
5150 W 63RD ST	MIDWAY FLEET MAINTENANCE FACILITY	2FM
5219 S WENTWORTH AVE	POLICE MOTOR MAINTENANCE GARAGE NO. 1	2FM
727 E 111TH ST	POLICE MOTOR MAINTENANCE GARAGE NO. 2	2FM
1635 W MELROSE ST	DEPARTMENT OF FINANCE PARKING LOT NO. 29	2FM/DOF
2630 N EMMETT ST	DEPARTMENT OF FINANCE PARKING LOT NO. 65	2FM/DOF
1405 E 62ND PL	VACANT EC 63	2FM/DPD
1501 W SCHOOL ST	VACANT 44TH WARD YARD	2FM/DPD
1723 W GREENLEAF AVE	VACANT EC 102	2FM/DPD
1817 S PULASKI RD	24TH WARD YARD	2FM/DPD
2121 W 95TH ST	VACANT BEVERLY LIBRARY	2FM/DPD
2460 W CORTLAND ST	VACANT 26TH WARD YARD	2FM/DPD
2724 W CERMAK RD	VACANT MARSHALL LIBRARY	2FM/DPD
2817 N NATOMA AVE	VACANT 36TH WARD YARD	2FM/DPD
300 E 29TH ST	VACANT PD 21	2FM/DPD
3501 S LOWE AVE	VACANT PD 9	2FM/DPD
3515 W 63RD ST	VACANT PD 8	2FM/DPD
4005 S DEARBORN ST	VACANT EC 16	2FM/DPD
4005 W WEST END AVE	FIRE ENGINE COMPANY 95	2FM/DPD
4835 N LIPPS AVE	VACANT 45TH WARD YARD	2FM/DPD
6145 S THROOP ST	VACANT 16TH WARD YARD	2FM/DPD
6411 S CENTRAL AVE	VACANT FIRE STATION	2FM/DPD

6858 S INDIANA AVE	VACANT EC	2FM/DPD
714 N KEDZIE AVE	FIRE STATION	2FM/DPD
2741 S WESTERN AVE	DAVID R. LEE ANIMAL CONTROL	ACC
2350 W OGDEN AVE	TAXI DRIVER REGISTRATION FACILITY	BACP
2420 W PERSHING RD	TAXI TESTING	BACP
50 W WASHINGTON ST	DALEY CENTER	BACP
69 W WASHINGTON ST	69 W. WASHINGTON	BOEC
5430 W GALE ST	CITY CLERK NORTH SIDE SATELLITE	CC
1501 W PERSHING RD	CDOT INHOUSE CONSTRUCTION	CDOT
1533 S ASHLAND AVE	CDOT POLE YARD	CDOT
2451 S ASHLAND AVE	ELECTRICITY DIVISION WAREHOUSE/GARAGE	CDOT
3124 S SACRAMENTO AVE	BRIDGE REPAIR SHOP AND WAREHOUSE	CDOT
7800 S OAKLEY AVE	CDOT BUREAU OF ELECTRICITY	CDOT
1642 N BESLY CT	HEALTH DEPARTMENT TRAINING AND DIASTER RECOVERY FACILITY	CDPH
2133 W LEXINGTON ST	WEST NILE ABATEMENT CENTER	CDPH
2160 W OGDEN AVE	SACHS CLINIC	CDPH
2400 S KEDZIE AVE	WESTSIDE HEALTH CLINIC	CDPH
3512 W MONTROSE AVE	EMERGENCY STORAGE	CDPH
4150 W 55TH ST	GREATER LAWN HEALTH CENTER	CDPH
4909 W DIVISION ST	AUSTIN CLINIC	CDPH
800 E 55TH ST	FAMILY FRIEND HEALTH CENTER/WIC OFFICE	CDPH
1713 S ASHLAND AVE	LOWER WEST NEIGHBORHOOD HEALTH CENTER	CDPH/Tenant
200 E 115TH ST	ROSELAND NEIGHBORHOOD HEALTH CENTER	CDPH/Tenant
2938 E 89TH ST	SOUTH CHICAGO HEALTH CENTER	CDPH/Tenant
641 W 63RD ST	ENGLEWOOD HEALTH CENTER	CDPH/Tenant
9059 S COTTAGE GROVE AVE	BURNSIDE COMMUNITY CENTER	CDPH/Tenant
101 E 79TH ST	FIRE ENGINE COMPANY 122	CFD
1010 S CLINTON ST	FIRE PREVENTION BUILDING	CFD
10400 S VINCENNES AVE	FIRE HOOK AND LADDER 24	CFD
10412 S VINCENNES AVE	ZONE 9 TRANSMITTER STATION	CFD
1044 N ORLEANS ST	FIRE DEPT - AIR MASK AND SAFETY	CFD
10458 S HOXIE AVE	FIRE ENGINE COMPANY 81 - DISTRICT 6	CFD
1052 W WAVELAND AVE	FIRE ENGINE COMPANY 78	CFD
10615 S EWING AVE	FIRE ENGINE COMPANY 74	CFD
1125 N ASHLAND AVE	FIRE ENGINE COMPANY 30	CFD
1129 W CHICAGO AVE	FIRE ENGINE COMPANY 14	CFD
11940 S PEORIA ST	FIRE ENGINE COMPANY 115	CFD
11958 S STATE ST	FIRE ENGINE COMPANY 75	CFD
1200 W WILSON AVE	FIRE ENGINE COMPANY 83	CFD
1244 N WESTERN AVE	FIRE ENGINE COMPANY 57	CFD
12701 S DOTY AVE	FIRE ENGINE COMPANY 80	CFD
13359 S BURLEY AVE	FIRE ENGINE COMPANY 97	CFD
1338 S CLINTON ST	FIRE ACADEMY - SOUTH	CFD
1360 S BLUE ISLAND AVE	FIRE ENGINE COMPANY 18	CFD
1440 E 67TH ST	FIRE ENGINE COMPANY 63	CFD
1724 W 95TH ST	FIRE ENGINE COMPANY 121	CFD
1747 N PULASKI RD	FIRE ENGINE COMPANY 76	CFD
1901 N DAMEN AVE	FIRE ENGINE COMPANY 35	CFD
202 E CHICAGO AVE	FIRE ENGINE COMPANY 98	CFD

212 W CERMAK RD	FIRE ENGINE COMPANY 8	CFD
2179 N STAVE ST	FIRE ENGINE COMPANY 43	CFD
2214 W BARRY AVE	FIRE ENGINE COMPANY 56	CFD
2215 W 51ST ST	FIRE ENGINE COMPANY 123	CFD
2236 W 69TH ST	FIRE ENGINE COMPANY 101	CFD
2322 W FOSTER AVE	FIRE ENGINE COMPANY 110	CFD
2323 N NATCHEZ AVE	FIRE ENGINE COMPANY 125	CFD
2343 S KEDZIE AVE	FIRE ENGINE COMPANY 109	CFD
25 S LAFLIN ST	FIRE ENGINE COMPANY 103	CFD
259 N COLUMBUS DR	FIRE ENGINE COMPANY 13	CFD
2714 N HALSTED ST	FIRE ENGINE COMPANY 55	CFD
2827 N PULASKI RD	FIRE ENGINE COMPANY 91	CFD
3002 W 42ND ST	FIRE ENGINE COMPANY 65	CFD
3015 W 31ST ST	FIRE SUPPLY AND LOGISTICS	CFD
3027 E 93RD ST	FIRE ENGINE COMPANY 46	CFD
3040 S SACRAMENTO AVE	EMS SUPPORT LOGISTICS	CFD
3042 S KEDVALE AVE	FIRE ENGINE COMPANY 99	CFD
3112 W 111TH ST	FIRE ENGINE COMPANY 92	CFD
324 S DESPLAINES ST	FIRE ENGINE COMPANY 5	CFD
330 W 104TH ST	FIRE ENGINE COMPANY 93	CFD
34 E 114TH ST	FIRE ENGINE COMPANY 62	CFD
3401 N ELSTON AVE	FIRE ENGINE COMPANY 106 - DISTRICT 2	CFD
3421 S CALUMET AVE	FIRE ENGINE COMPANY 19	CFD
3509 S LOWE AVE	FIRE ENGINE COMPANY 29	CFD
3637 W 59TH ST	FIRE ENGINE COMPANY 88	CFD
3918 N HARLEM AVE	FIRE ENGINE COMPANY 86	CFD
3945 W PETERSON AVE	FIRE ENGINE COMPANY 89	CFD
3950 S HONORE ST	FIRE WAREHOUSE	CFD
4017 N TRIPP AVE	FIRE ENGINE COMPANY 69	CFD
412 N KEDZIE AVE	FIRE ENGINE COMPANY 44	CFD
419 S WELLS ST	FIRE ENGINE COMPANY 1	CFD
432 E MARQUETTE RD	FIRE ENGINE COMPANY 47	CFD
4401 S ASHLAND AVE	FIRE ENGINE COMPANY 49	CFD
4426 N KEDZIE AVE	FIRE ENGINE COMPANY 124	CFD
444 N DEARBORN ST	FIRE PREVENTION BUREAU	CFD
4600 S COTTAGE GROVE AVE	FIRE ENGINE COMPANY 45	CFD
4625 N MILWAUKEE AVE	FIRE ENGINE COMPANY 108 - DISTRICT 3	CFD
4900 W CHICAGO AVE	FIRE ENGINE COMPANY 117 - DISTRICT 4	CFD
4911 W BELMONT AVE	FIRE ENGINE COMPANY 7	CFD
5000 S UNION AVE	FIRE ENGINE COMPANY 50	CFD
5200 W 63RD ST	FIRE ENGINE COMPANY 127 - DISTRICT 7 (MIDWAY)	CFD
5212 W HARRISON ST	FIRE ENGINE COMPANY 113	CFD
5258 W GRAND AVE	FIRE ENGINE COMPANY 68	CFD
53 E PERSHING RD	FIRE ENGINE COMPANY 16	CFD
5343 N CUMBERLAND AVE	FIRE ENGINE COMPANY 11	CFD
55 W ILLINOIS ST	FIRE ENGINE COMPANY 42	CFD
5559 S NARRAGANSETT AVE	FIRE ENGINE COMPANY 32	CFD
558 W DE KOVEN ST	R. J. QUINN ACADEMY	CFD
5758 W GRACE ST	FIRE ENGINE COMPANY 94	CFD
5955 S ASHLAND AVE	FIRE ENGINE COMPANY 116 - DISTRICT 5	CFD



6030 N AVONDALE AVE	FIRE ENGINE COMPANY 119	CFD
6030 N CLARK ST	FIRE ENGINE COMPANIES 59 AND 70	CFD
605 W ARMITAGE AVE	FIRE ENGINE COMPANY 22	CFD
6239 N CALIFORNIA AVE	FIRE ENGINE COMPANY 71	CFD
6424 N LEHIGH AVE	FIRE ENGINE COMPANY 79	CFD
7313 S KINGSTON AVE	FIRE ENGINE COMPANY 126	CFD
7340 N CLARK ST	FIRE ENGINE COMPANY 102	CFD
7659 S PULASKI RD	FIRE ENGINE COMPANY 64	CFD
8026 S KEDZIE AVE	FIRE ENGINE COMPANY 15	CFD
8120 S ASHLAND AVE	FIRE ENGINE COMPANY 129	CFD
817 E 91ST ST	FIRE ENGINE COMPANY 82	CFD
8630 S EMERALD AVE	FIRE ENGINE COMPANY 73	CFD
11035 S HOMEWOOD AVE	FIRE ENGINE COMPANY 120	CFD/DSS
1160 N LARRABEE ST	18TH DISTRICT POLICE STATION	CPD
11615 S INDIANA AVE	AREA SOUTH POLICE OPERATIONS	CPD
1300 W JACKSON BLVD	POLICE TRAINING ACADEMY	CPD
1412 S BLUE ISLAND AVE	12TH DISTRICT POLICE STATION	CPD
1438 W 63RD ST	7TH DISTRICT POLICE STATION	CPD
1718 S STATE ST	1ST DISTRICT POLICE STATION	CPD
1732 W BYRON ST	POLICE - SECURITY DETAIL	CPD
1759 W ADAMS ST	POLICE COUNSELING	CPD
1900 W MONTEREY AVE	22ND DISTRICT POLICE STATION	CPD
2150 N CALIFORNIA AVE	14TH DISTRICT POLICE STATION	CPD
2255 E 103RD ST	4TH DISTRICT POLICE STATION	CPD
2452 W BELMONT AVE	AREA NORTH DETECTIVES, 19TH DISTRICT LOCK-UP	CPD
3120 S HALSTED ST	9TH DISTRICT POLICE STATION	CPD
3151 W HARRISON ST	11TH DISTRICT POLICE STATION (AREA 4)	CPD
320 W TOUHY AVE	POLICE CANINE TRAINING UNIT	CPD
3315 W OGDEN AVE	10TH DISTRICT POLICE STATION	CPD
3340 W FILLMORE ST	HOMAN SQUARE	CPD
3420 W 63RD ST	8TH DISTRICT POLICE STATION	CPD
3920 S MICHIGAN AVE	POLICE EVIDENCE WAREHOUSE	CPD
4650 N PULASKI RD	17TH DISTRICT POLICE STATION	CPD
5101 S WENTWORTH AVE	2ND DISTRICT POLICE STATION (AREA 1)	CPD
5151 N MILWAUKEE AVE	16TH DISTRICT POLICE STATION	CPD
5400 N LINCOLN AVE	20TH DISTRICT POLICE STATION	CPD
5555 W GRAND AVE	25TH DISTRICT POLICE STATION AND AREA 5 GARAGE	CPD
5701 W MADISON ST	15TH DISTRICT POLICE STATION	CPD
6120 S RACINE AVE	GANG ENFORCEMENT/FORMER PD 7	CPD
627 N ALBANY AVE	INTERNAL AFFAIRS	CPD
6355 S WENTWORTH AVE	POLICE UNIT - SECURE COMMUNICATION TEST POINT	CPD
6464 N CLARK ST	24TH DISTRICT POLICE STATION	CPD
7040 S COTTAGE GROVE AVE	3RD DISTRICT POLICE STATION	CPD
7059 S SOUTH SHORE DR	MOUNTED PATROL	CPD
727 E 111TH ST	5TH DISTRICT POLICE STATION (AREA 2)	CPD
7808 S HALSTED ST	6TH DISTRICT POLICE STATION	CPD
850 W ADDISON ST	19TH DISTRICT POLICE STATION	CPD
3510 S MICHIGAN AVE	CHICAGO PUBLIC SAFETY HEADQUARTERS	CPD/CFD
1000 E 73RD ST	GREATER GRAND CROSSING LIBRARY	CPL
11001 S INDIANA AVE	PULLMAN LIBRARY	CPL

1101 W TAYLOR ST	ROOSEVELT LIBRARY	CPL
11010 S KEDZIE AVE	MOUNT GREENWOOD LIBRARY	CPL
11071 S HOYNE AVE	WALKER LIBRARY	CPL
115 S PULASKI RD	LEGLER LIBRARY	CPL
1150 W FULLERTON AVE	LINCOLN PARK LIBRARY	CPL
1226 W AINSLIE ST	BEZAZIAN LIBRARY	CPL
1350 W 89TH ST	BRAINERD LIBRARY	CPL
1605 N TROY ST	HUMBOLDT PARK LIBRARY	CPL
1659 W MELROSE ST	LINCOLN BELMONT LIBRARY	CPL
1701 N MILWAUKEE AVE	BUCKTOWN/WICKER PARK BRANCH LIBRARY	CPL
1745 W 63RD ST	WEST ENGLEWOOD LIBRARY	CPL
1805 S LOOMIS ST	RUDY LOZANO LIBRARY	CPL
1915 W 35TH ST	MCKINLEY PARK LIBRARY	CPL
1962 W 95TH ST	BEVERLY BRANCH LIBRARY	CPL
2100 S WENTWORTH AVE	CHINATOWN LIBRARY	CPL
2111 W 47TH ST	BACK OF THE YARDS LIBRARY	CPL
2311 S KEDZIE AVE	LITTLE VILLAGE BRANCH LIBRARY	CPL
2401 E 100TH ST	JEFFREY MANOR LIBRARY	CPL
2505 E 73RD ST	SOUTH SHORE LIBRARY	CPL
2708 S PULASKI RD	JOHN TOMAN LIBRARY	CPL
2807 W 55TH ST	GAGE PARK LIBRARY	CPL
3030 W FULLERTON AVE	LOGAN SQUARE LIBRARY	CPL
3048 E 130TH ST	HEGEWISCH LIBRARY	CPL
310 W DIVISION ST	NEAR NORTH BRANCH LIBRARY	CPL
3104 N NARRAGANSETT AVE	WEST BELMONT LIBRARY	CPL
3353 W 13TH ST	FREDRICK A. DOUGLASS LIBRARY	CPL
3400 S HALSTED ST	RICHARD J. DALEY LIBRARY	CPL
3401 W FOSTER AVE	ALBANY PARK LIBRARY	CPL
3548 W IRVING PARK RD	INDEPENDENCE BRANCH LIBRARY	CPL
3647 S STATE ST	CHICAGO BEE LIBRARY	CPL
400 S STATE ST	HAROLD WASHINGTON LIBRARY	CPL
4020 W 63RD ST	WEST LAWN LIBRARY	CPL
4101 W 79TH ST	SCOTTSDALE LIBRARY	CPL
4300 W NORTH AVE	NORTH PULASKI BRANCH LIBRARY	CPL
4314 S ARCHER AVE	BRIGHTON PARK LIBRARY	CPL
4400 W LAWRENCE AVE	MAYFAIR LIBRARY	CPL
4455 N LINCOLN AVE	SULZER REGIONAL LIBRARY	CPL
4801 S MICHIGAN AVE	GEORGE CLEVELAND HALL LIBRARY	CPL
4856 W CHICAGO AVE	WEST CHICAGO LIBRARY	CPL
4904 S LAKE PARK AVE	T.M. BLACKSTONE LIBRARY	CPL
5055 S ARCHER AVE	ARCHER HEIGHTS LIBRARY	CPL
5108 W BELMONT AVE	PORTAGE - CRAGIN LIBRARY	CPL
5363 W LAWRENCE AVE	JEFFERSON PARK LIBRARY	CPL
5440 S RACINE AVE	SHERMAN PARK LIBRARY	CPL
5615 W RACE AVE	AUSTIN LIBRARY	CPL
5630 N LINCOLN AVE	BUDLONG WOODS LIBRARY	CPL
5724 W NORTH AVE	NORTH AUSTIN LIBRARY	CPL
6000 N BROADWAY ST	EDGEWATER LIBRARY	CPL
6083 N NORTHWEST HWY	CARL B. RODEN LIBRARY	CPL

6100 W IRVING PARK RD	AUSTIN IRVING LIBRARY	CPL
6120 S KEDZIE AVE	CHICAGO LAWN LIBRARY	CPL
6151 S NORMAL BLVD	KELLY LIBRARY	CPL
6348 S ARCHER AVE	GARFIELD RIDGE LIBRARY	CPL
642 W 43RD ST	CANARYVILLE LIBRARY	CPL
6423 W 63RD PL	CLEARING LIBRARY	CPL
6435 N CALIFORNIA AVE	NORTHTOWN LIBRARY	CPL
644 W BELMONT AVE	JOHN MERLO LIBRARY	CPL
6871 W BELDEN AVE	GALEWOOD-MONT CLARE LIBRARY	CPL
6907 N CLARK ST	ROGERS PARK LIBRARY	CPL
733 N KEDZIE AVE	RICHARD M. DALEY LIBRARY	CPL
7454 W BALMORAL AVE	ORIOLE PARK LIBRARY	CPL
7455 W CORNELIA AVE	DUNNING LIBRARY	CPL
7506 S RACINE AVE	THURGOOD MARSHALL LIBRARY	CPL
8148 S STONY ISLAND AVE	AVALON BRANCH LIBRARY	CPL
830 W 119TH ST	WEST PULLMAN LIBRARY	CPL
8530 S KEDZIE AVE	WRIGHTWOOD - ASHBURN LIBRARY	CPL
9055 S HOUSTON AVE	SOUTH CHICAGO LIBRARY	CPL
929 W BUENA AVE	UPTOWN LIBRARY	CPL
9525 S HALSTED ST	WOODSON REGIONAL LIBRARY	CPL
1300 N ASTOR ST	MAXIMS	DCASE
163 E PEARSON ST	VISITOR CENTER	DCASE
1821 S INDIANA AVE	CLARKE HOUSE	DCASE
66 E RANDOLPH ST	GALLERY 37	DCASE
78 E WASHINGTON ST	CHICAGO CULTURAL CENTER	DCASE
800 S DESPLAINES ST	MAXWELL STREET PERMIT CENTER	DCASE
72 E RANDOLPH ST	72 E. RANDOLPH OFFICES	DCASE/Tenant
10426 S MICHIGAN AVE	ROSELAND SENIOR CENTER	DFSS
1767 E 79TH ST	ATLAS SENIOR CENTER	DFSS
2019 W LAWRENCE AVE	LEVY SENIOR CENTER	DFSS
2021 S MORGAN ST	PILSEN SENIOR CENTER	DFSS
2715 N CICERO AVE	KELVYN PARK SENIOR CENTER	DFSS
3160 N MILWAUKEE AVE	COPERNICUS SENIOR CENTER	DFSS
3900 S CALIFORNIA AVE	JUVENILE INTERVENTION AND SUPPORT FACILITY	DFSS
4100 N LONG AVE	PORTAGE PARK SENIOR CENTER	DFSS
4310 W NORTH AVE	TRINA DAVILA CENTER	DFSS
49 E 95TH ST	ABBOTT PARK CENTER	DFSS
5071 W CONGRESS PKWY	AUSTIN SATELLITE SENIOR CENTER	DFSS
6117 S KEDZIE AVE	SOUTHWEST SENIOR CENTER	DFSS
657 W 63RD ST	ENGLEWOOD SENIOR CENTER	DFSS
8650 S COMMERCIAL AVE	SOUTH CHICAGO CENTER	DFSS
9233 S BURLEY AVE	SOUTH CHICAGO SENIOR CENTER	DFSS
1140 W 79TH ST	AUBURN GRESHAM COMMUNITY CENTER	DFSS/Tenant
4314 S COTTAGE GROVE AVE	MARTIN LUTHER KING JR. CENTER	DFSS/Tenant
10101 S STONY ISLAND AVE	101ST AND STONY ISLAND SALT DOME	DSS
1150 N NORTH BRANCH ST	32ND AND 42ND WARD YARD	DSS
1320 W CONCORD PL	43RD WARD YARD	DSS
1619 E 73RD ST	5TH AND 6TH WARD YARD	DSS
1754 S CLARK ST	STREET OPERATIONS	DSS
1756 W 74TH ST	15TH AND 18TH WARD YARD	DSS

1827 N MONTICELLO AVE	35TH WARD YARD	DSS
1944 W CULLERTON ST	25TH WARD YARD	DSS
2352 S ASHLAND AVE	FORESTRY AND RODENT CONTROL HQ	DSS
2505 W GRAND AVE	1ST AND 27TH WARD YARD	DSS
3357 W 55TH ST	14TH WARD YARD	DSS
3400 S LAWNSDALE AVE	22ND WARD YARD	DSS
3500 N SPAULDING AVE	DSS - SNOW OPERATIONS	DSS
3559 S MAPLEWOOD AVE	12TH WARD YARD	DSS
3720 W 55TH ST	13TH WARD YARD	DSS
3812 S IRON ST	GARAGE	DSS
4211 W FERDINAND ST	28TH WARD YARD	DSS
4211 W FERDINAND ST	SALT PILE	DSS
4233 W FERDINAND ST	GARAGE	DSS
4352 S COTTAGE GROVE AVE	4TH WARD YARD	DSS
4501 N MARINE DR	SALT PILE	DSS
4605 W LAWRENCE AVE	39TH WARD YARD	DSS
4619 W HOMER ST	SALT PILE	DSS
4830 W CHICAGO AVE	37TH WARD YARD	DSS
5556 S CENTRAL AVE	23RD WARD YARD	DSS
5605 W GRAND AVE	29TH AND 30TH WARD YARD	DSS
5853 N BROADWAY ST	46TH AND 48TH WARD YARD	DSS
611 W 69TH ST	17TH WARD YARD	DSS
6359 N MANNHEIM RD	OHARE AUTO POUND	DSS
6401 S EVANS AVE	20TH WARD YARD	DSS
6441 N RAVENSWOOD AVE	49TH AND 50TH WARD YARD GARAGE	DSS
6441 N RAVENSWOOD AVE	49TH AND 50TH WARD YARDS	DSS
701 N SACRAMENTO BLVD	AUTO POUND NO. 06	DSS
8559 S VINCENNES AVE	21ST WARD YARD	DSS
9160 S HARBOR AVE	7TH AND 10TH WARD YARDS	DSS
1633 W MEDILL AVE	MEDILL MATERIAL RECYCLING AND RESORTING FACILITY	DSS/Contractor
3757 W 34TH ST	SOUTHWEST MATERIAL RECYCLING AND RESORTING FACILITY	DSS/Contractor
750 N KILBOURN AVE	NW MATERIAL RECYCLING AND RESTORING FACILITY	DSS/Contractor
4201 N OAK PARK AVE	SALT PILE	DSS/Tenant
5333 N WESTERN AVE	40TH AND 47TH WARD YARD	DSS/Tenant
1000 E OHIO ST	JARDINE WATER COMPLEX	DWM
1015 S CENTRAL PARK AVE	CENTRAL PARK PUMPING STATION	DWM
1040 W 95TH ST	SOUTH DISTRICT STORAGE YARD	DWM
1424 W PERSHING RD	WATER DEPARTMENT CENTRAL DISTRICT	DWM
1747 N SPRINGFIELD AVE	SPRINGFIELD PUMPING STATION	DWM
2250 W EASTWOOD AVE	THOMAS JEFFERSON PUMPING STATION	DWM
3148 S SACRAMENTO AVE	METER SHOP	DWM
3300 E CHELTENHAM PL	SOUTH WATER PURIFICATION PLANT	DWM
351 W 104TH ST	ROSELAND PUMPING STATION	DWM
3901 S ASHLAND AVE	CENTRAL DISTRICT DISPATCH AND GARAGE	DWM
4850 W WILSON AVE	MAYFAIR PUMPING STATION	DWM
4900 W SUNNYSIDE AVE	WATER MANAGEMENT OPERATIONS	DWM
5555 W LEXINGTON ST	LEXINGTON PUMPING STATION	DWM
6801 S OGLESBY AVE	68TH STREET PUMPING STATION	DWM
735 W HARRISON ST	CERMAK PUMPING STATION	DWM

745 W WILSON AVE	LAKEVIEW PUMPING STATION	DWM
7521 S WESTERN AVE	SOUTH DISTRICT WAREHOUSE	DWM
806 N MICHIGAN AVE	HISTORIC WATER TOWER	DWM
811 N MICHIGAN AVE	CHICAGO AVENUE PUMPING STATION	DWM
8422 S KEDVALE AVE	SOUTHWEST PUMPING STATION	DWM
9536 S GENOA AVE	WATER FACILITY	DWM
4808 W WILSON AVE	MAYFAIR	DWM/DSS
69 W WASHINGTON ST	69 W. WASHINGTON	IG
1201 S CAMPBELL AVE	LAWNDALE MENTAL HEALTH CLINIC/GARAGE	Multiple
121 N LA SALLE ST	CITY HALL	Multiple
1450 N LARRABEE ST	NEAR NORTH HS	Multiple
1717 W PERSHING RD	DSS TRAFFIC SERVICES AND CDOT CONSTRUCTION	Multiple
1819 W PERSHING RD	PERSHING ROAD CENTER BUILDING	Multiple
1869 W PERSHING RD	PERSHING ROAD WEST BUILDING	Multiple
2006 E 95TH ST	95TH ST. PAYMENT CENTER	Multiple
2045 W WASHINGTON ST	2045 W WASHINGTON BUILDING	Multiple
2102 W OGDEN AVE	CENTRAL WEST COMMUNITY CENTER	Multiple
2300 W 52ND ST	OFF ROAD MAINTENANCE FACILITY/DSS GRID GARBAGE	Multiple
2550 W ADDISON ST	ADDISON PAYMENT CENTER	Multiple
30 N LA SALLE ST	30 N. LA SALLE	Multiple
3050 S SACRAMENTO AVE	AMBULANCE ANNEX	Multiple
333 S STATE ST	DEPAUL CENTER	Multiple
3954 E FOREMAN DR	AIR & SEA RESCUE	Multiple
400 W SUPERIOR ST	CENTRAL HEARING FACILITY	Multiple
4243 N NEENAH AVE	38TH WARD YARD	Multiple
4770 S KEDZIE AVE	KEDZIE PAYMENT CENTER	Multiple
5672 S ARCHER AVE	GARFIELD RIDGE SENIOR CENTER AND CITY CLERK SOUTH SIDE SATELLITE OFFICE	Multiple
900 E 103RD ST	103RD STREET WAREHOUSE/GARAGE	Multiple
940 W EXCHANGE AVE	STREET OPERATIONS AND BOOTING HEADQUARTERS	Multiple
845 W WILSON AVE	UPTOWN HEALTH CENTER	Multiple/Tenant
10 S KEDZIE AVE	GARFIELD CENTER	Multiple/Tenant
740 N SEDGWICK ST	740 N. SEDGWICK	Multiple/Tenant
10400 S HARVARD AVE	RADIO TOWER ENVIRONMENTAL STORAGE ROOM	OEMC
1345 W MADISON ST	OEMC GARAGE	OEMC
1411 W MADISON ST	911 CENTER	OEMC/TENANT
1240 S DAMEN AVE	CHICAGO CHILDRENS ADVOCACY CENTER	Tenant
3525 S MICHIGAN AVE	IRON'S HEALTH CLINIC	Tenant
5349 S WABASH AVE	FORMER FIRE ENGINE COMPANY 61	Tenant
6337 S WOODLAWN AVE	WOODLAWN BEHAVIORAL HEALTH CENTER	Tenant
6843 S HARPER AVE	VACANT EC 100	Tenant
8828 S STONY ISLAND AVE	FORMER AVALON LIBRARY	Tenant
937 N WOOD ST	FORMER PD13	Tenant

## Exhibit 2 – Cost Proposal

### Specification 620384 - Pricing Proposal

<u>Service Name</u>	<u>Service Type</u>	<u>Service Speed Downstream / Upstream</u>	<u>Monthly Recurring Cost</u>	<u>Installation Cost</u>	<u>Equipment Cost</u>
ex. "Marketing Term Name"	Digital Subscriber Line	25 Mbps / 10 Mbps	\$65.00	Waived	Waived
ex. "Marketing Term Name"	Digital Subscriber Line	50 Mbps / 20 Mbps	\$75.00	Waived	Waived
ex. "Marketing Term Name"	Digital Subscriber Line	75 Mbps / 25 Mbps	\$85.00	Waived	Waived

**EXHIBIT 3**  
**COMPANY PROFILE INFORMATION**

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

- (1) Legal Name of Firm: \_\_\_\_\_
- (2) Doing Business under Other Company Name?  
If yes, Name of Company: \_\_\_\_\_
- (3) Headquarters Address: \_\_\_\_\_
- (4) City, State, Zip Code: \_\_\_\_\_
- (5) Web Site Address: \_\_\_\_\_
- (6) Proposed Role:     Prime             Subcontractor/Subconsultant     Joint Venture Partner  
                           Supplier or     Other: \_\_\_\_\_
- (7) Number of Years in Business:  
\_\_\_\_\_
- (8) Total Number of Employees:  
\_\_\_\_\_
- (9) Total Annual Revenues separated by last 3 full fiscal years:  
\_\_\_\_\_
- (10) Major Products and/or Services Offered:  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Other Products and/or Services:  
\_\_\_\_\_
- (12) Briefly describe your firm's strategy for Broadband Internet Services for clients:  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Briefly describe your firm's experience with Broadband Internet Services for clients:  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 4**

**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

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

(1) Client Name: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) City, State, Zip Code: \_\_\_\_\_

(4) Project Manager: \_\_\_\_\_

(5) Telephone Number: \_\_\_\_\_

(6) E-mail: \_\_\_\_\_

(7) Number of Employees in Client Organization: \_\_\_\_\_

(8) Project Scope of Services/Goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(9) Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

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

(11) Describe how the client's goals were met. Describe how the Broadband Internet Services was 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 Broadband Internet Services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_



**EXHIBIT 5**  
**MBE/WBE SPECIAL CONDITIONS AND SCHEDULES**



CITY OF CHICAGO  
**Department of Procurement Services**  
**Shannon E. Andrews, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284  
**Fax: 312-744-3281**

MBE & WBE Special Conditions for Commodities or Services Contracts

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

**1.1. Policy and Terms**

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

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

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

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

MBE Percentage	WBE Percentage
25.0%	5.0%

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

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

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

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

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

## **1.2. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.3. Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint

venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
  - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  - ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  - iii. Each joint venture partner executes the bid to the City; and
  - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

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

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

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

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

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

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

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

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

#### **1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals**

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

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

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

- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
  - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **1.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals**

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

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate

that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

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

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

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

**1.5.1. Direct / Indirect Participation**

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

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

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

OR

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

**1.5.2. Assist Agency Participation in waiver/reduction requests**

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

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

**1.5.3. Impracticability**

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



The requirements set forth in these Regulations (this subsection 1.5, "Regulations Governing Reductions to or Waiver of MBEWBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

#### **1.6. Procedure to Determine Bid Compliance**

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

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

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

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

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

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

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

**(2) Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area

of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

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

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

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

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

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

**(5) Application for Approval of Mentor Protégé Agreement**

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

**1.7. Reporting Requirements During the Term of the Contract**

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to

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

- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

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

## **1.8. Changes to Compliance Plan**

### **1.8.1. Permissible Basis for Change Required**

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

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

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;

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

**1.8.2. Procedure for Requesting Approval**

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

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

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

**1.9. Non-Compliance and Damages**

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

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

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

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

#### **1.10. Arbitration**

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

#### **1.11. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

#### **1.12. Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List



**CITY OF CHICAGO  
ASSIST AGENCY LIST**

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

<p><b>American Brotherhood of Contractors</b> 935 West 175<sup>th</sup> Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: <a href="mailto:arba@constructive-business.com">arba@constructive-business.com</a></p> <p><b>Asian American Business Expo</b> 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: <a href="mailto:Janny@AsianAmericanBusinessExpo.org">Janny@AsianAmericanBusinessExpo.org</a></p> <p><b>Asian American Institute</b> 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: <a href="mailto:kfernica@aaichicago.org">kfernica@aaichicago.org</a> Web: <a href="http://www.aaichicago.org">www.aaichicago.org</a></p> <p><b>Association of Asian Construction Enterprises</b> 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></p> <p><b>Black Contractors United</b> 400 W. 76<sup>th</sup> Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></p> <p><b>Cosmopolitan Chamber of Commerce</b> 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: <a href="mailto:ccarey@cosmococ.org">ccarey@cosmococ.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a></p> <p><b>Eighteenth Street Development Corporation</b> 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 <a href="mailto:asoto@eighteenthstreet.org">asoto@eighteenthstreet.org</a> <a href="http://www.eighteenthstreet.org">www.eighteenthstreet.org</a></p>	<p><b>Chatham Business Association Small Business Development, Inc.</b> 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a></p> <p><b>Chicago Area Gay &amp; Lesbian Chamber of Commerce</b> 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: <a href="mailto:info@glchamber.org">info@glchamber.org</a> Web: <a href="http://www.glchamber.org">www.glchamber.org</a></p> <p><b>Chicago Minority Supplier Development Council, Inc.</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: <a href="mailto:pbarreda@chicagomsdc.org">pbarreda@chicagomsdc.org</a> Web: <a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a></p> <p><b>Chicago Urban League</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: <a href="mailto:president@thechicagourbanleague.org">president@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a></p> <p><b>Chicago Women in Trades (CWIT)</b> 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: <a href="mailto:cwitinfo@cwit2.org">cwitinfo@cwit2.org</a> Web: <a href="http://www.chicagowomenintrades.org">www.chicagowomenintrades.org</a></p> <p><b>Coalition for United Community Labor Force</b> 1253 W. 63<sup>rd</sup> Street Chicago, IL 60636 Phone: (312) 243-5149 Email: <a href="mailto:johnrev.hatchett@comcast.net">johnrev.hatchett@comcast.net</a></p>
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City of Chicago Department of Procurement Services ~ Assist Agencies (cont'd)

<p><b>Federation of Women Contractors</b> 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b> 650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a> Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b> 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Email: <a href="mailto:oduque@ihccbusiness.net">oduque@ihccbusiness.net</a> Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b> 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065 Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a> Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Organization of Minority Engineers</b> 33 West Monroe Suite 1540 Chicago, Illinois 60603 Phone: (312) 425-9560 Fax: (312) 425-9564 Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a> Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>National Association of Women Business Owners Chicago Chapter</b> 230 E. Ohio, Suite 400 Chicago, IL 60611 Phone: (312) 224-2605 Fax: (312) 6448557 Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a> Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>Rainbow/PUSH Coalition</b> International Trade Bureau 930 E. 50<sup>th</sup> Street Chicago, IL 60615 Phone: (773) 256-2781 Fax: (773) 373-4104 Email: <a href="mailto:bevans@rainbowpush.org">bevans@rainbowpush.org</a> Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b> Black United Funds Bldg. 1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000 Phone: (773) 955- 9508 Email: <a href="mailto:ssshorechamber@sbcglobal.net">ssshorechamber@sbcglobal.net</a> Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b> 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: (847) 852-5010 Fax: (847) 382-1787 Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a> Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: (708) 366-1250 Fax: (708) 366-5418 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b> 8 South Michigan Ave., Suite 400 Chicago, IL 60603 Phone: (312) 853-3477 Fax: (312) 853-0145 Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals  
On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:** 620384  
**Project Description:** Broadband Internet Services

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear \_\_\_\_\_:

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    - 1. Profit and loss sharing: \_\_\_\_\_
    - 2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

\_\_\_\_\_  
\_\_\_\_\_

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

- 
- E. Acquisition and indemnification of payment and performance bonds:
- 
- 
- 
- 
- F. Negotiating and signing labor agreements:
- 
- 
- 
- 
- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: \_\_\_\_\_
  2. Major purchases: \_\_\_\_\_
  3. Estimating: \_\_\_\_\_
  4. Engineering: \_\_\_\_\_
- 
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?
- 
- B. Identify the managing partner, if any, and describe the means and measure of their compensation:
- 
- 
- 
- 
- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?
- 
- 
- 
- 
- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above-signed officers

\_\_\_\_\_  
(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.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**



**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

To: \_\_\_\_\_ 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, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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



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

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

Project Name: \_\_\_\_\_

Specification No.: \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of \_\_\_\_\_  
(Name of Prime Consultant/Contractor)

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

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

**I. Direct Participation of MBE/WBE Firms:**

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

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

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

1. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_\_\_%

**Total Participation %** \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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



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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

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

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

1. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

2. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

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

**Total Participation % \_\_\_\_\_**

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

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

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

\_\_\_\_\_  
(Name- Please Print or Type) (Phone)

**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 6**

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR QUALIFICATIONS (RFQ), FOR BROADBAND INTERNET SERVICE, SPECIFICATION NO. 620384, 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 V. B.10, 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 subcontractors and retained parties:
- a. Name
- b. Address
- c. Fees – Estimated or paid
- \_\_\_\_\_

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

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

**Q: How do I get help?**

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

**Q: Why do I have to submit an EDS?**

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

**Q: Who is the Applicant?**

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

**Q: Who is the Disclosing Party?**

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

**Q: What is an entity or legal entity?**

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

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

A: "Person" means a human being.

**Q: Who must submit an EDS?**

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

<b>Applicants:</b>	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.
<b>Entities holding an interest:</b>	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.
<b>Controlling entities:</b>	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](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [mail.google.com](http://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/](http://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. 620384 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 7

### CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

#### Department of Innovation and Technology

#### A. INSURANCE REQUIRED

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor 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 work, services or operations 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.

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

- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, 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 Contractor'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 Contractor's acts or omissions, whether such liability is attributable to the Contractor 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. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability (Primary and Umbrella)

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 Contractor 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.

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 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.

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

5) Professional Liability

When any professional consultants including any program/project management 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) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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. The City of Chicago is to be named as an additional insured.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property (including CTA transit tunnels), Contractor must provide, with respect to the operations that Contractor or Subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad as applicable for losses arising out of injuries to or death of all persons and for damage to or destruction of property, including the loss of use thereof.

When Applicable - A certified copy of the Railroad Protective policy is to be submitted to:

Chicago Transit Authority, ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3<sup>rd</sup> Floor, Chicago, IL. 60661. An insurance binder will be accepted until such time the policy is submitted.

8) Property

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

**B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602 and to Department of Innovation & Technology, 333 S. State Street, Room LL30, Chicago, IL. 60604 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. Contractor 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 Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the 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 Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of 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. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

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

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of 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. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

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

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the 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 Contractor 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 Contractor 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 Contractor. 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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



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

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

**EXHIBIT 8**  
**CITY OF CHICAGO**  
**SEXUAL HARASSMENT POLICY AFFIDAVIT**

**SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

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

Contract title: Broadband Internet Services  
Specification #: 620384

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

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

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

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

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

## EXHIBIT 9

### LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL AND AFFIDAVITS

#### A. City-based Businesses (Chicago Business Preference)

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

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

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

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

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

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

#### B. Alternatively Powered Vehicles Proposal Incentive

##### i. Definitions for Alternatively Powered Vehicles Bid Incentive

For purposes of this Section B only, the following definitions apply:

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

"Alternatively powered vehicle" means a vehicle that:

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

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

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

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

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

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

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

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

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

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

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

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

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

**ii. Eligibility for Alternatively Powered Vehicles Proposal Incentive**

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

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

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

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

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(d) A Respondent desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Proposal Incentive for Alternative Powered Vehicles, which affirms that the Respondent satisfies all pertinent requirements as an eligible business.

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

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

### **C. Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures**

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

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

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

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

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

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2) has been certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57.

"Veteran-owned small local business" means a business that is both a veteran-owned business enterprise and a small local business enterprise as defined in Section 2-92-670.

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

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-418 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

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

#### **D. Commitment Regarding Business Enterprises Owned By People With Disabilities (BEPD)**

##### **i. Policy and Terms**

It is the policy of the City that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with MCC 2-92-337 *et seq.*, *Regulations Governing Certification of Business Enterprises owned by People with Disabilities*, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Contract. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

##### **ii. Definitions**

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

- (A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- (B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

- (C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**iii. Commitments**

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<b>% of total dollar contract amount performed by BEPD</b>	<b>Bid incentive</b>
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

Upon completion of the work, any Contractor that has failed to retain the percentage of BEPD subcontractors for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to retain the percentage of BEPD participants throughout the duration of the contract period.

**iv. Records and Reports**

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

**E. Commitment to Encourage Diverse Workforce and Management (2-92-407 of the Municipal Code of Chicago)**

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

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

“Diverse” means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

“Prime Contractor” means the Contractor and does not include any subcontractors.

“Management” means business owners, partners and any others who have a fiduciary duty to the business.

“Workforce” means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

<b>Total % Of Contractor Management That Is Diverse</b>	<b>Bid Incentive</b>
10% To 20%	0.5% Of The Contract Base Bid
Greater Than 20% Up To 40%	2% Of The Contract Base Bid
Greater Than 40%	4% Of The Contract Base Bid
<b>Total % Of Contractor Workforce That Is Diverse</b>	<b>Bid Incentive</b>
10% To 20%	2% Of The Contract Base Bid
Greater Than 20% Up To 40%	4% Of The Contract Base Bid
Greater Than 40%	6% Of The Contract Base Bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor’s records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.



The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder or Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

### CITY-BASED BUSINESS AFFIDAVIT

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

1. Is Respondent a "City-Based Business" as defined in the "Local and Other Preferences" portion of this solicitation and in MCC 2-92-412?  
( ) Yes ( ) No
2. Does the Respondent report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?  
( ) Yes ( ) No
3. Does the Respondent conduct meaningful day-to-day business operations at a facility within the City of Chicago?  
( ) Yes ( ) No
4. Street address of business location within the City of Chicago (P.O. address not accepted):  
\_\_\_\_\_
5. Describe the business activities are carried out at the location listed above: \_\_\_\_\_  
\_\_\_\_\_
6. How many full-time regular employees are currently employed at the location listed above? \_\_\_\_\_
7. Total number of full-time regular employees employed at all locations worldwide? \_\_\_\_\_
8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":  
\_\_\_\_\_

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

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

Name of Respondent: \_\_\_\_\_ (Print or Type)

Signature of Authorized Officer: \_\_\_\_\_ (Signature)

Title of Signatory: \_\_\_\_\_ (Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

## INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT

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

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

2. Street address of principal place of business: \_\_\_\_\_  
\_\_\_\_\_

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

Line 3(a): \_\_\_\_\_

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

Line 4(a): number of vehicles \_\_\_\_\_

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

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

Line 5(a): number of vehicles \_\_\_\_\_

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

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

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

Name of Respondent: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

## VETERAN-OWNED SMALL LOCAL BUSINESS ENTERPRISE AND ELIGIBLE JOINT VENTURE AFFIDAVIT

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

1. Is bidder a "veteran-owned small local business" as defined in Exhibit 9C of this bid solicitation and in MCC 2-92-418?  
 Yes             No            If Yes, skip to #5 below.
2. Is bidder an "eligible joint venture" as defined in Exhibit 9C of this bid solicitation and in MCC 2-92-418?  
 Yes             No
3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?  
 Yes             No
4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-670?  
 Yes             No
5. Is the veteran-owned business identified in either #1 or #4 above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.  
 Yes             No
6. If the answer to # 5 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?  
 Yes             No
7. If qualifying as a veteran-owned business under the requirements of #6 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

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8. List City of Chicago business license(s) held. If none are required, indicate "none required": \_\_\_\_\_

9. Provide address of the veteran-owned business, including the County in which it is located. \_\_\_\_\_

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County: \_\_\_\_\_

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

***Bidder must complete the applicable signature line(s) on the following page.***

***Required Signature for All Applicants***

Name of Veteran-Owned Business: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

***Additional Required Signatures for Eligible Joint Venture Applicants***

Name of Joint Venture (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Name of SBE (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**BIDDER'S COMMITMENT TO UTILIZE BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)**

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: Broadband Internet Services  
Specification #: 620384
  
2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?  
  
( ) 2% to 5%-- 1% incentive      ( ) 6% to 9%-- 2% incentive  
  
( ) 10% to 13%-- 3% incentive      ( ) 14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

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

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

Name of Bidder: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

**BIDDER'S COMMITMENT TO ENCOURAGE DIVERSE MANAGEMENT AND WORKFORCE**

The Bid Incentive to Encourage Diverse Management and Workforce as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: Broadband Internet Services  
Specification #: 620384
2. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?  
 10% to 20% -- 0.5% incentive  
 Greater than 20% to 40% -- 2% incentive  
 Greater than 40% -- 4% incentive
3. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?  
 10% to 20% -- 2% incentive  
 Greater than 20% to 40% -- 4% incentive  
 Greater than 40% -- 6% incentive

Bidder may qualify for and apply both the diverse management and diverse workforce bid incentives.

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

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

***Signature Page For Bidder's Commitment To Encourage Diverse Management And Workforce***

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

Name of Bidder: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

## EXHIBIT 10

### MINIMUM SERVICE REQUIREMENTS FOR CORE LOCATIONS

**IN THE EVENT THE CITY ORDERS SERVICES FOR ANY CORE SITES, THE CONTRACTOR SHALL MEET THE MINIMUM SERVICE REQUIREMENTS SET FORTH BELOW.**

**THESE MINIMUM SERVICE REQUIREMENTS ARE SHOWN BELOW:**

- DDoS Protection Services
  - Automatically Mitigate DDoS Attacks
  - DDoS Dashboard
  - DDoS Incident Reporting
- BGP Advertisement / BGP Failover
  - Using City's Assigned ASN Number
- Full Physical Layer Redundancy (at Handoff)
  - Four physical handoffs – from two separate switches



## **EXHIBIT 11**

### **CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT**

The sample professional Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

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

**Filename: Spec 620384\_Exhibit\_11\_pdf**