

**REQUEST FOR PROPOSAL ("RFP") FOR
ACCEPTANCE AND PROCESSING OF MUNICIPAL SOLID WASTE DELIVERED BY
THE CITY OF CHICAGO AT PRIVATELY OWNED TRANSFER STATIONS**

Specification No. 763731

Required for use by:

CITY OF CHICAGO

DEPARTMENT OF STREETS AND SANITATION



This RFP distributed by:

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

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

Shannon E. Andrews, Chief Procurement Officer
Attention: Robert Kelly, Senior Procurement Specialist
Robert.Kelly@cityofchicago.org
312-744-2025
Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on **March 18, 2019 at 1:00 p.m. Central Time**, at
Department of Procurement Services, 121 N. LaSalle Street
City Hall, Room 103, Chicago, Illinois 60602.

Attendance is Non-Mandatory but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 p.m., CENTRAL TIME, ON
APRIL 19, 2019**

**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.

One program that you may not be aware of is the City's Mentor-Protégé Program ("Program"). Under this Program, a prime contractor mentor is eligible to receive (1) a 1% bid incentive; and (2) an additional 0.5 percent participation credit for every one percent of the value of the contract performed by a subcontractor MBE/WBE protégé (in addition, instead of being mentored by the prime, can be mentored by a first-tier subcontractor), up to a maximum of five additional percentage points of utilization credit. The mentor and protégé must enter into a formal, written agreement that must be approved by the Chief Procurement Officer and that describes how the mentor-protégé relationship will develop the capacity of the MBE/WBE protégé firm to become self-sufficient, competitive, and profitable.

The Mentor-Protégé Program thus embodies two of the City's most important goals: fostering economic development through the growth of small businesses, and connecting our communities to one another through lasting relationships that may not otherwise have formed. We encourage you to make connections at pre-bids and other networking events, contact the assist agencies¹ for vendors specializing in the area of work you are looking to subcontract, and search our MBE/WBE directory online, with the hope that you will take advantage of this Program.

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

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

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

The City remains committed to the development and utilization of small, minority, women and disadvantaged owned businesses. In each bid solicitation, you receive a list of the City's registered assist

¹ For a list of assist agencies, visit

www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/AssistAgenciesJune2016.pdf.

agencies. As you plan for meeting your MBE/WBE goals, remember to contact the assist agencies. They have members holding certification in a variety of disciplines. Please utilize them whenever you have contracting needs. In fact, contacting these agencies *well in advance of the bid opening date* is a requirement for demonstrating good faith efforts to obtain MBE/WBE participation if you request a reduction or waiver of goals.

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

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

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

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

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

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

Comply with prevailing wage and minimum wage requirements. Pursuant to the Illinois Prevailing Wage Act, (or Davis Bacon Act for federally funded contracts), contractors and subcontractors must pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed and, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project. Additionally, pursuant to Mayoral Executive Order 2014-1, the minimum wage* must be paid to all employees regularly performing work on City property or at a City jobsite, and all employees whose regular work entails performing a service for the City under a City contract. For more information about the prevailing wage, visit www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. For a copy of Mayoral Executive Order 2014-1 regarding minimum wage, visit www.cityofchicago.org/content/dam/city/depts/dps/RuleRegulations/ExecutiveOrderNo2014-1.pdf.

Comply with the United States Department of Labor Occupational Safety & Health Administration ("OSHA") laws and regulations. Under the Occupational Safety and Health Act, employers are responsible for providing a safe and healthful workplace. OSHA's mission is to assure safe and healthful workplaces by setting and enforcing standards, and by providing training, outreach, education and assistance. Employers must comply with all applicable OSHA standards. Employers must also comply with the

General Duty Clause of the OSH Act, which requires employers to keep their workplace free of serious recognized hazards. For more information, visit www.osha.gov/law-regs.html.

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

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

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

Pay at least the applicable wage rate, and note the requirements of the paid sick leave ordinance. On December 2, 2014, the City Council of the City of Chicago passed a new chapter of the Municipal Code, 1-24, specifying a minimum wage to be paid to all workers within the City of Chicago – not just employees of City contractors – effective July 1, 2015. For work performed on City contracts, a Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1*; (3) "Living Wage" rate specified by MCC Sect. 2-92-610; (4) Chicago Minimum Wage rate specified by MCC Chapter 1-24*; or (5) the highest applicable State or Federal minimum wage. In addition, § 1-24-045, Paid Sick Leave, which was passed in 2016, requires all employers of employees performing work in the City to provide paid sick leave, **effective July 1, 2017.**

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

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

Sincerely,



Shannon E. Andrews
Chief Procurement Officer



*For the most up-to-date wage rate information, visit www.cityofchicago.org/city/en/depts/dps/provdrs/comp.html.

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

Vendor Name ("Vendor"): _____

Date: _____

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

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

If so, are reminder signs posted in appropriate locations? _____

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

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

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

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

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

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

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

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

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

**RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned
Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731**

TABLE OF CONTENTS

1.	GENERAL INVITATION	8
1.2	INTERNET ACCESS TO THIS RFP.....	9
2.	BACKGROUND	9
3.	DEFINITIONS	10
4.	SCOPE OF SERVICES.....	12
4.1	DESCRIPTION OF SERVICES.....	12
4.2	TERM OF CONTRACT	12
5.	GENERAL INFORMATION AND GUIDELINES.....	13
5.1	COMMUNICATIONS BETWEEN THE CITY OF CHICAGO AND RESPONDENTS.....	13
5.2	DEADLINE AND PROCEDURES FOR SUBMITTING PROPOSALS	13
5.3	RFP INFORMATION RESOURCES.....	14
5.4	PROCUREMENT TIMETABLE.....	15
5.5	TRANSPARENCY WEBSITE; TRADE SECRETS	15
6.	PREPARING PROPOSALS: REQUIRED INFORMATION.....	16
6.1.	FORMAT OF PROPOSALS	16
6.2	REQUIRED CONTENT OF THE PROPOSAL	16
7.	EVALUATING PROPOSALS.....	25
7.1	EVALUATION PROCESS.....	25
7.2.	EVALUATION CRITERIA	27
8.	SELECTION PROCESS.....	29
9.	DIRECTION OF COLLECTION VEHICLES TO TRANSFER STATIONS	30
10.	ADDITIONAL DETAILS OF THE RFP PROCESS	30
10.1	ADDENDA	30
10.2	CITY'S RIGHTS TO REJECT PROPOSALS	31
10.3	NO LIABILITY FOR COSTS.....	31
10.4	PROHIBITION ON CERTAIN CONTRIBUTIONS – MAYORAL EXECUTIVE ORDER No. 2011-4.....	31
10.5	FALSE STATEMENTS.....	32
10.6	TITLE VI SOLICITATION NOTICE	33
10.7	POLICY PROHIBITING SEXUAL HARASSMENT (SECTION 2-92-612 OF THE CHICAGO MUNI-CODE)	33

EXHIBITS AND ATTACHMENT

- Exhibit 1: Company Profile Information
- Exhibit 2: Company References/Client Profile Information
- Exhibit 3: Scope of Services
- Exhibit 4: Historical Data
- Exhibit 5: Compensation Schedule
- Exhibit 6: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 7: Online City of Chicago Economic Disclosure Statement and Affidavit (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 8: Contract Insurance Requirements
- Exhibit 9: Data Protection Requirements for Contractors, Vendors and Third Parties
- Exhibit 10: City of Chicago Sample Work Services Agreement
- Exhibit 11: City of Chicago Transfer Stations and Districts
- Exhibit 12: Sexual Harassment Policy Affidavit (Section 2-92-612)

REQUEST FOR PROPOSAL ("RFP")

For

ACCEPTANCE AND PROCESSING OF MUNICIPAL SOLID WASTE DELIVERED BY THE CITY OF CHICAGO AT PRIVATELY OWNED TRANSFER STATIONS

Specification No. 763731

1. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago ("City"), acting through its Department of Streets and Sanitation ("Department"), invites the submission of proposals from firms with expertise and experience in Acceptance and Disposal of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations in accordance with Exhibit 3, Scope of Services. Contractor must possess all permits and licenses required to operate in accordance with all federal, state, and local laws and regulations. This RFP does not cover management and operation of City-owned Transfer Stations.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP may be made available to any individual organization, under the Freedom of Information Act (FOIA). The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-contractors of any tier shall be competent to perform the services required under this RFP document.

The City may award multiple contracts under this RFP to firms that it deems qualified under the terms of this RFP. Respondents may propose operation of one or more transfer stations pursuant to the terms of this RFP. This RFP includes a map of zones, and collection days for each zone. Determination of where loads for each zone will be brought will be determined by the Department of Streets and Sanitation following the principles set forth in this RFP or as may further refined from time to time by the Commissioner of Streets and Sanitation.

For each Transfer Station that Respondent proposes, Respondent must submit pricing for at least two sorts of waste to be processed at location. Submittals that do not contain pricing quotes for all lines for a particular sort of waste will be considered incomplete; as a result, may be rejected.

The Contractor(s) submittal must incorporate in its per ton price bid any/all peripheral costs of transportation, training, materials, labor, warranty, insurance, bond, etc. that are required by this specification.

The Chief Procurement Officer reserves the right to award one or more contracts, or to reject any or all proposals when, in her opinion, the best interests of the City will be served.

1.2 Internet Access to this RFP

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

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

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

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

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

2. BACKGROUND

Contractor shall perform all tasks and functions associated with the Services in accordance with Exhibit 3, Scope of Services.

Municipal Solid Waste is currently collected by the City of Chicago per a Grid system. This system currently consists of nine Divisions (See Exhibit 11). Refer to Exhibit 4, Historical Data with Total Tons per Grid (2015-2017) for each District.

The Commissioner or authorized representative will monitor municipal collection for efficiency. The Commissioner or authorized representative will assign Transfer Stations to refuse vehicles according to the principals set forth in section 9 of this RFP. City owned facilities and approved/awarded Transfer Stations will be considered when directing the refuse vehicles for unloading.

3. DEFINITIONS

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.

“Agreement” or **“Work Services Agreement”** means the negotiated Work 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 and conditions entered by and between the Contractor and City of Chicago. Refer to Exhibit 10, City of Chicago Sample Work Services Agreement.

“Bulk Refuse” means all household furniture, white goods (as defined in 415 ILCS 5/22.28), and other bulky residential items or any other related materials, as found on residential property and/or vacant lots. In addition, the definition of Bulk Refuse incorporates and adopts any future changes (statutory definitions or regulations or newly promulgated statutes or regulations) and must automatically become incorporated into the definition of Bulk Refuse under this contract as of the Contract date and for the duration of the Contract period.

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

“Commissioner” means the Chief Executive Officer for the City of Chicago, Department of Streets and Sanitation, and any representative authorized in writing to act on the City Commissioner’s behalf.

“Contractor” means the entity awarded a contract pursuant to the City’s RFP process, and includes the Contractor’s subcontractors.

“Department” or **“DSS”** means the City of Chicago, Department of Streets and Sanitation.

“Division” (also referred to as **“District”**) is one of nine locations geographically located to deploy refuse collection resources for the removal of refuse and recycling throughout the City of Chicago as mapped in Exhibit 11 of this RFP.

“EC” means the Evaluation Committee that will evaluate proposals to determine the most qualified responsive and responsible contractor whose proposal meets all the City requirements in the RFP.

“Final Disposal Site(s) Fee” means the per ton Tipping Fee that the Contractor must pay for Final Disposal Site(s) (landfill, recycling, or waste-to-energy) services.

“Final Disposal Site” means the location(s) (landfill, recycling, or waste-to-energy) where Contractor disposes of Municipal Solid Waste.

“EPA” means the Environmental Protection Agency United States.

“Municipal Solid Waste” means waste collected by City refuse collection vehicles. It may include Regular Refuse, Bulk Refuse, Organic Refuse, and incidental Unauthorized

Waste. The Transfer Station must dispose of any discovered Unauthorized Waste in accordance with Ex. 3 Scope, IV.

“Organic Refuse” means

- a) **Food Scrap** means garbage that is (i) capable of being decomposed into compost by composting, (ii) separated by the generator from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting, and (iii) managed separately from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting. "Food scrap" includes, but is not limited to, packaging, utensils, and food containers composed of readily biodegradable material. For the purposes of this Section, packaging, utensils, and food containers are readily biodegradable if they meet the ASTM D6400 standard.

In addition, the definition of Food Scrap incorporates and adopts any future changes (statutory definitions or regulations or newly promulgated statutes or regulations) and must automatically become incorporated into the definition of Food Scrap under this contract as of the Contract date and for the duration of the Contract period.

- b) **Landscape Waste** means all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees. (Source: P.A. 92-574, eff. 6-26-02.) (415 ILCS 5/3.270) (was 415 ILCS 5/3.20) Sec. 3.270. In addition, the definition of Landscape Waste incorporates and adopts any future changes (statutory definitions or regulations or newly promulgated statutes or regulations) and must automatically become incorporated into the definition of Food Scrap under this contract as of the Contract date and for the duration of the Contract period.

“Proposal” means the documents submitted by any individual or business entity in response to the RFP.

“Regular Refuse” means, as defined in Section 7-28-200 of the Municipal Code of Chicago: “means all garbage, junk, ashes, and all other rejected matter, rubbish, and dust. In addition, the definition of Regular Refuse incorporates and adopts any future changes (statutory definitions or regulations or newly promulgated statutes or regulations) and must automatically become incorporated into the definition of Regular Refuse under this contract as of the Contract date and for the duration of the Contract period.

“Reporting Formats” means the appearance in which a report is submitted by the Contractor to the City.

“Services” means performance of all tasks, activities and deliverables as described in detail in Exhibit 3, Scope of Services and performed by qualified and licensed personnel of the selected Contractor from this RFP.

“Subcontractor” means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

“Supervisor” refers to Contractor's management level personnel who will be a liaison between the City and the Contractor and be available to respond to any problems that arises.

“Tipping Fee” means both or either the Final Disposal Fee and the Trans Loading Fee.

“Trans Loading Fee” means the per ton Tipping Fee the Contractor charges the City for the Transfer Station's acceptance of Municipal Solid Waste, which includes the Transfer Station's proper handling of Municipal Solid Waste, all peripheral costs associated with the Transfer Station's intake of Municipal Solid Waste.

“Transfer Station” means the building or processing site for the temporary deposition of waste or the place where City of Chicago waste collection vehicles will deposit their cargo of Municipal Solid Waste.

“Transportation Fee” means all peripheral costs associated with transporting waste delivered to the Transfer Station by City to approved Final Disposal Site(s) (landfill, recycling, or waste-to-energy).

“Unauthorized Waste” means waste requiring special handling (as specified in Ex. 3 Scope, IV) which may be incidentally included within Municipal Solid Waste. Unauthorized Waste includes special waste, including hazardous waste, non-hazardous special waste, PCB waste, medical waste, asbestos containing materials, lead-acid batteries, tires, and white good components. The City does not intentionally collect Unauthorized Waste as a component of Municipal Solid Waste.

4. SCOPE OF SERVICES

4.1 Description of Services

The services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 3.

4.2 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years.

In addition, the contract may provide that the City may elect to extend the contract up to five (5) years to provide for ongoing Services. Time extensions will be exercised at the City's option as one, two, three, four or five year increments up to five years.

5. GENERAL INFORMATION AND GUIDELINES

5.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Contractors must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by email to Robert.Kelly@cityofchicago.org, and directed to the attention of Robert Kelly, Department of Procurement Services, Room 806 City Hall and **must be received no later than 4:00 p.m. Central Time, March 21, 2019.** Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

The subject line of the e-mail must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for the Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Specification No. 763731.” Telephone calls will not be accepted unless the questions are general in nature.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in the Department of Procurement Services, City Hall, 121 N. LaSalle Street, Room 103, Chicago, Illinois at 1:00 p.m., Central Time on March 18, 2019. All parties interested in responding to this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Robert Kelly, Senior Procurement Specialist prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, email address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions posed on the day of the conference and to questions submitted prior to the deadline for receipt of questions per Section 5.1.A. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

5.2 Deadline and Procedures for Submitting Proposals

A. To be assured of consideration, Proposals must be received by the City of Chicago in the City’s Bid & Bond Room (Room 103, City Hall) no later than 4:00 p.m. Central Time on **April 19, 2019**. The Bid & Bond Room can be reached at telephone number 312-744-9773.

B. The City may but is not required to accept Proposals that are not received by the date and time set forth in Section 5.2.A above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

the due date and time, except as may be requested by the Chief Procurement Officer.

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

C. Proposals must be delivered to the following address:

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

D. Respondent must submit 1 hardcopy, 8 electronic copies and one (1) redacted copy of the Proposal in searchable pdf format on USB drives or CD-ROMs. The original documents must be clearly marked as "ORIGINAL" and must bear the original signature of an authorized officer on all documents requiring a signature. Electronic copies of the proposal must be exact duplicates of the original document. Respondent must enclose all materials in sealed envelopes or boxes.

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

Proposal Enclosed
Request for Proposals (RFP) for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations
Specification No. 763731
Due: 4:00 p.m., April 19, 2019
Submitted by: (Name of Respondent)
Package ____ of ____

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

5.3 RFP Information Resources

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

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

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

5.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	March 6, 2019
Non-Mandatory Pre-Proposal Conference	March 18, 2019
Pre-Proposal Questions Due	March 21, 2019 by 4:00 p.m.
Proposals Due	April 19, 2019

5.5 Transparency Website; Trade Secrets

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

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

- Mark the cover page as follows: "This RFP proposal includes trade secrets or other proprietary data."
- 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 Proposal."
- Provide a USB drive or a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. The pdf must be a single document. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been**

redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

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

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

6. PREPARING PROPOSALS: REQUIRED INFORMATION

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

6.1. Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposals, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned.

Submit 1 hardcopy of the original and 8 electronic copies of the Proposal in searchable pdf format on USB drives or CD-ROMs. In addition, submit a USB-drive or 1 CD-ROM with a redacted copy of the Proposal in .pdf format for posting on the City's website as described in Section 5.5C.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 6.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.

6.2 Required Content of the Proposal

Proposal 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 RFP. Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Compensation Schedule in Exhibit 5 is required to facilitate equitable comparisons. Respondent must provide pricing for the five (5) year base term and the five (5) optional years.

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

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

A. Cover Letter

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

- (i) Indicate the number of years the entity has been in business and provide an overview of the experience and background of the entity and its key personnel committed to this project.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- (iii) Indicate the name and telephone number(s) of the principal contact for this proposal, site visits, product/system demonstration, oral presentation or negotiations.
- (iv) Include a statement of any objections or comments regarding the City of Chicago Sample Work Services Agreement referenced as Exhibit 10 in this RFP.
- (v) Acknowledge receipt of Addendum, if any, issued by the City.

B. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's plan for providing the acceptance and processing of Municipal Solid Waste as described in Exhibit 3 Scope of Services; locations of Transfer Stations; strategies, tools and safeguards for ensuring performance of all required Services, satisfying the Scope of Services in the RFP as well as any additional factors for the City's consideration.

C. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Program

Respondent must describe its previous experience on recent projects of similar type, scope and magnitude; identifying both private sector and public-sector clients. Respondent must include adequate detail about each project referenced, including a brief description of the project, the date the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement, the dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

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

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

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

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

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

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

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

(ii) Company References/Client Profile Information (See Form in Exhibit 2)

Respondent must provide at least (3) three client references for the Services substantially similar to the Scope of Services in Exhibit 3 of this RFP preferably from municipalities of similar scope and magnitude as described in this RFP. Respondent may utilize the City of Chicago as one reference, if applicable. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and email address.

- Description of Services provided similar to the Services outlined in Exhibit 3 of this RFP.
- The date when the Service was implemented.
- The location of the Services.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) Identify equipment and Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services).
- The total dollar value of the Contract.

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

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

(iii) Capacity to Perform City Program

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

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

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal; Respondent should so indicate and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract. Provide copies with the Proposal submission.

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

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

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

Respondent must provide:

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

E. Implementation and Management Plan

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibit 3, Scope of Services. The plan must demonstrate Respondent's capacity to

successfully implement and manage the Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago and the ability to comply with the Scope of Services and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

(1.) Service Delivery

All responses should, at a minimum, address your plan for delivery of the services as outlined in Exhibit 3, Scope of Services. The plan should detail how the service will be administered and your policies and procedures addressing the specific components.

(2.) Approach to Implementing Services

Describe your policies and procedures for implementing and administering Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago; quality control/checks; program management; reporting; including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

(3.) Organization Chart

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

- a) 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.
- b) Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.
- c) 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 program by the Respondent and by any subcontractors must be identified.

(4.) Dedicated Resources

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

Describe personnel, training, Transfer Station locations/facilities, hours of operation and resources available; and proof of ownership or control of Transfer Station.

(5) Staffing Plan

Provide an assessment of the Respondent's 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 program including team structure, numbers and team management plans to achieve requirements for implementation and ongoing 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/ and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

F. Compensation Schedule (Exhibit 5)

The Respondent must provide pricing for every Transfer Station it proposes, completing all price lines for each sort of accepted waste, as set out in Exhibit 5, in order for the Respondent's proposal to be considered responsive. **Proposals that fail to include cost proposal information in Exhibit 5 for each year of the 5-year base contract term and the 5 option years will be rejected as incomplete and deemed non-responsive.**

All costs must, at a minimum, be provided as requested in Exhibit 5. For purposes of comparing costs among Respondents, Respondent must not deviate from the format and content outlined in Exhibit 5. The City reserves the right to negotiate a final price, terms, and conditions with selected Respondent.

To the extent that a Respondent proposes a feature on which the City wishes to obtain competitive Proposals, the City reserves the right (but is not obligated) to obtain pricing and/or proposals from other Respondents on such a feature.

G. Minority and Women Business Enterprise Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 6 to evidence Respondent's proposed MBE/WBE participation. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 17.0% and the minimum Women Business Enterprise (WBE) participation goal is 5.0% of the total contract value, excluding Tipping Fees.

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

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive. The Respondent's completed Schedule C-1s and D-1s will become binding upon acceptance by the Chief Procurement Officer.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 6. 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.

At the end of each calendar year quarter, actual dollar amounts due to each MBE/WBE firm will be determined by multiplying the percentages set forth on Schedules C-1 and D-1, by the total contract value, minus the documented Tipping Fees. Respondent must submit quarterly reports, listing the Tipping Fees, along with evidence demonstrating that the Respondent actually paid the disclosed Tipping Fees, and any other documentation required by the City. The City must receive the Respondent's the quarterly reports and supporting documentation, within thirty (30) days after the end of each quarter, at City of Chicago, Department of Procurement Services, Compliance Unit, Room 806, City Hall, 121 N. LaSalle St., Chicago, Illinois 60602.

H. Financial Statements

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

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in

sufficient detail to enable the City to assess the financial condition of your company.

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

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

Respondent must complete an Online 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 7.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A: Online EDS Acknowledgement form.**

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

J. Legal Actions

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

- (i) A debtor in bankruptcy; or
- (ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- (iii) A Respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to

- deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vii) A defendant or Respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

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

K. Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 8.

L. Transfer Station Permits

Respondent must submit copies of its Illinois and municipal Transfer Station permits. Further, the Respondent must submit a document listing the restrictions on each of its permits, such as, the hours during which the transfer station is permitted to operate and the sorts of waste it is permitted to receive.

M. Final Disposal Site Agreement/ License

Respondent must propose Final Disposal Sites by refuse type. For each proposed Final Disposal Site include in proposal a copy of the Final Disposal Site license/ permit. If Respondent does not own or operate the Final Disposal Site, it must also submit an agreement authorizing its use of the Final Disposal Site.

N. Transportation Plans

The Respondent must describe all transportation phases, of the Municipal Solid Waste from the Transfer Station(s) to the Final Disposal Site(s), such as short-haul leg, intermodal facility(s), transportation method, etc. The Respondent and/or its Subcontractor(s) must identify the ownership of the equipment and facilities, or the legal basis for use of such equipment and facilities. The Respondent must clearly state the trailer types that it intends to use for transfer operations.

The City must approve the transport method and the subcontractors.

If the Respondent plans to change its transport method, Respondent must obtain written approval from the City prior to making the change; must pay all costs; and must not be reimbursed for any additional costs.

7. EVALUATING PROPOSALS

7.1 Evaluation Process

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

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

- Phase I Preliminary Proposal Assessment
- Phase II Proposal Evaluation

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 6.2 Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible to advance for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP that will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, Itemized Compensation Schedule and other factors based on the evaluation criteria outlined in Section 7.2, Evaluation Criteria.

As part of the evaluation processes, the EC will review the information required by Section 6.2 for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the 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 Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

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

7.2. Evaluation Criteria

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

- A. Professional and Technical Competence
 - (i) Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and Scope of Services described in Exhibit 3 of this RFP.
 - (ii) Professional Qualifications and Specialized Experience of Respondent and Team Committed to this Program.
 - (iii) Experience in providing Services on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies).
 - (iv) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago for the Services outlined.
 - (v) References. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan related to Services including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago program.

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

- C. The Compensation Schedule relative to information provided in Exhibit 5. The City will consider the competitiveness, adequacy and reasonableness of proposed costs for Services offered in Exhibit 5.
- D. MBE/WBE Compliance Plan – The EC will evaluate the level, relevancy, and quality of 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.

- E. 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.
- F. 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.
- G. 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 7.
- H. Degree to which the Respondent accepts the City's Sample Work Services Agreement in Exhibit 10 that will impact contract negotiations and the City's ability to award a contract. A Respondent that takes material exceptions to the City's Terms and Conditions may be found to be non-responsive and its Proposal may be rejected.
- I. The EC will consider the statement provided or other information confirming Respondents ability to comply with the City's insurance requirements specified in Exhibit 8 of the RFP
- J. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.
- K. Permits & Licenses – The EC will consider whether the proposed Transfer Station(s) possess the required permits, the operating restrictions on those permits, whether the proposed Final Disposal Site(s) possess the required permits or licenses, and whether the Respondent is appropriately authorized to use the Final Disposal Site.
- L. Geographic Distribution – The EC will consider the location of the proposed Transfer Station(s) with a goal of assuring that the City has access to a sufficient quantity of Transfer Stations geographically distributed in the City.
- M. Transportation Plans – The EC will consider the Respondent's plans for transporting Municipal Solid Waste from the Transfer Station(s) to the Final Disposal Site(s).

8. SELECTION PROCESS

The City's goal in the Selection Process is to qualify a number of firms using the Evaluation Criteria in this RFQ.

After the Evaluation Committee ("EC") completes its review of Proposals in Phase II, it may submit to the Commissioner of the Department of Streets and Sanitation and the Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondent(s) or a recommendation to reject any or all Proposals.

Phase III- Site Visit, Product/System Demonstration and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner of the Department of Streets and Sanitation with concurrence from the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent's Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation to select one or more Respondents for concurrent competitive pricing negotiations to the Commissioner of the Department of Streets and Sanitation.

Upon receipt of the EC's recommendation, the Chicago Department of Streets and Sanitation 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 Commissioner's recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and recommend other alternate options.

The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent(s), including failure to agree on a fair and reasonable cost proposal for the Services or any other terms or conditions, the Commissioner of the Department of Streets and Sanitation may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent(s), and to negotiate with any of the other qualified Respondents, until such time as the City has negotiated contracts meeting its needs.

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

9. DIRECTION OF COLLECTION VEHICLES TO TRANSFER STATIONS

Exhibit 12 attaches a color-coded map of the City, showing the zones of the City by refuse pick-up day. The City intends to use the transfer stations selected pursuant to this RFP, as well as City-owned transfer stations that are being managed under separate contract, for the waste collected in these zones. In determining where loads are brought from any zone, the City intends to implement a regime that maximizes the efficiency of the City's collection efforts and minimizes the City's costs. Principles to be used by the Commissioner of the Department of Streets and Sanitation in making such determinations will be based upon a number of principles including the following:

- a. The distance from the full collection vehicle to the Transfer Station; the distance from the Transfer Station to the Collection Vehicle's next destination.
- b. The time it will take for the full collection vehicle to travel to Transfer Station; the time it will take for the empty collection vehicle to travel to its next destination.
- c. The wages of employees assigned to the collection vehicle.
- d. The operational costs associated with the collection vehicle.
- e. Blocked roads, traffic, and weather conditions that may impact travel.
- f. The total per ton cost of offloading a type of waste at a particular Transfer Station (Trans Loading Fee + Transportation Fee + Final Disposal Site Fee).

The Commissioner may further refine and elaborate these parameters.

Following contract awards, the Commissioner will notify the contractors in writing, by refuse type, zone, and pick up day, based upon the factors noted above, and such other factors that may be described in the notice, the transfer stations where loads will be brought, it being understood, however, that these distributions may change based upon factors that emerge on a daily basis, including weather, traffic, etc.

10. ADDITIONAL DETAILS OF THE RFP PROCESS

10.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign or leave a business card for a copy of the RFP package in the Bid & Bond Room. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

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

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

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

- A. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section 5.1.A herein; or
- B. Responses to questions and requests for clarification posed at the Pre-Proposal Conference or by the deadline for submission of questions.

10.2 City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section 6. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described here.

10.3 No Liability for Costs

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

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

No Respondent or any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Respondent's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Sub-contractors of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together, the "Identified Parties"), 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 Respondent, and/or (iii) any period in which an

extension of this Contract or Other Contract with the City is being sought or negotiated.

Respondent represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Respondent or the date the Respondent 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.

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

For purposes of this provision:

"Other Contract" means any agreement entered between the Respondent 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.

10.5 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

10.6 Title VI Solicitation Notice

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

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

If this Contract was advertised on or after June 30, 2018, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 12 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
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/Subcontractor ☐ Joint Venture Partner
☐ Supplier or ☐ Other: _____
- (7) Number of Years in Business: _____
- (8) Total Number of Employees: _____
- (9) Total Annual Revenues separated by last 3 full fiscal years: _____
- (10) Major Products and/or Services Offered:

- (11) Other Products and/or Services:

- (12) Briefly describe your firm's approach to implementing and managing the Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago:

- (13) Briefly describe your firm's demonstrated experience implementing and managing the Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago:

EXHIBIT 2
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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

- (1) Client Name: _____
- (2) Address: _____
- (3) City, State, Zip Code: _____
- (4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

Number of Employees dedicated to this project: _____

(8) Project Scope of Work/Goals: _____

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

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

(11) Describe how the Acceptance and Processing of Municipal Solid Waste goals were met.
What was the outcome of the project? Attach additional pages, as necessary.

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

(13) Is the client still utilizing your company's services for Processing of Municipal Solid Waste?

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

EXHIBIT 3 SCOPE OF SERVICES

The Contractor must be responsible for all operations, maintenance, monitoring, and reporting requirements typically associated with the type of Transfer Station services provided pursuant to the Agreement, including, but not limited to, the following:

I. Tare Weights

The Contractor must weigh every City collection vehicle entering the approved Transfer Station and maintain stored tare weights for each of the City's collection vehicles. In the event that City delivers material in a vehicle for which no tare weight is stored, Contractor must weigh that vehicle upon entering and prior to exiting to determine the net weight.

Contractor must test all scales before the start of each work day and if a difference of more than 100 lbs. is present between inbound and outbound scales the scale must be adjusted and corrected; Contractor must agree to test recalibrate the weigh scales as often as may be required by State or local laws, ordinances or regulations. With or without notice, the City will audit the Contractor's weighing process and results periodically. The Contractor shall facilitate and comply with such audits.

II. Hours of Operation

Contractor must accept and process Municipal Solid Waste delivered to the transfer station by City during the following hours:

- Morning disposal services Monday through Friday, including Saturdays, Sundays and holidays, between the hours of 6:00 a.m. and 3:00 p.m.
- Night disposal services Monday through Friday, including Saturdays, Sundays and holidays, between the hours of 8:00 p.m. and 4:00 a.m.

In the event of a heavy snow storm, when field work is suspended during a normal workday, the Contractor will be required to operate the next day even if the next day falls on a Saturday, Sunday and/or holiday, if allowable according to applicable permitting requirements or permit restrictions.

III. Services

A. Trans-Loading. When City refuse vehicles unload Municipal Solid Waste at the assigned Transfer Station, the Respondent will perform the following:

- Directing on-site traffic to appropriate unloading areas and providing a safe working environment for transfer station users, visitors and employees. The Contractor must provide for unloading of refuse trucks within twenty (20) minutes after the time posted on the scale house weight ticket.
- Weighing all in-coming collection vehicles that are delivering materials to the transfer station by City.
- Operating a scale system and calibrating the scales utilized in accordance with industry standards.

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

- Weighing all out-going collection vehicles after delivery of materials to the transfer station by City unless the tare weight of the collection vehicle has previously been documented.
- Provide the City Weight Tickets/Reports

Contractor must provide weight tickets from a State of Illinois registered and certified scale. Weight tickets are to be signed by the Contractor's weigh master and a copy will be provided to the City's motor truck drivers.

An electronic file, compatible with Microsoft Excel (CSV file), detailing the day's activity is to be submitted to the City on a daily basis. A template of the format will be provided by the City prior to the beginning of the contract. The City may change the template from time to time.

Contractor must submit an invoice summarizing the monthly activity and email an electronic version to the Commissioner or authorized representative no later than the fifth Business Day following the close of each calendar month.

B. Transportation to Final Disposal Site. The Contractor will transport Municipal Solid Waste delivered to the Transfer Station to an approved Final Disposal Site(s) (landfill, recycling, or waste-to-energy). Transportation to the Final Disposal Site includes:

- Transferring the materials delivered to the transfer station by City into large-capacity transport trailers, pursuant to law, regulations, and guidelines of the Commissioner.
- Transporting the transport trailer loaded with materials delivered to the transfer station by City to an approved disposal site (s) - (landfill, recycling, or waste-to-energy)
- Recording and maintaining records of the date, time, vehicle identification number, tare weight, and gross weight of all transfer vehicles transporting materials delivered to the transfer station by City pursuant to the Agreement.

C. Final Disposal Site(s) (landfill, recycling, or waste-to-energy). The Contractor will dispose of Municipal Solid Waste at a Final Disposal Site. The Final Disposal Site will be responsible for:

- Operating, managing and maintaining the waste fill areas, including the placement, burying, and compaction of Municipal Solid Waste in the waste fill areas; stockpiling, placement and compaction of daily cover, intermediate cover, and final cover; management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration;
- Providing, operating and maintaining all equipment, rolling stock, and supplies necessary for operations, closure, post-closure, and environmental monitoring;
- Operating, maintaining, and managing leachate and landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required facility elements;
- Accepting delivery of Municipal Solid Waste;
- Operating and maintaining the scale house and scale system and weighing Municipal Solid Waste delivered; Directing on-site traffic to appropriate and safely managing the Municipal Solid Waste accepted at the Approved Disposal Site.

The Contractor may either own its own Final Disposal Site or have an agreement with a Final Disposal Site to accept Municipal Solid Waste.

IV. Unauthorized Waste

When the Contractor discovers Unauthorized Waste within Municipal Solid Waste, it shall handle all Unauthorized Waste as follows:

- a. The Contractor shall separately containerize special waste, including hazardous waste, non-hazardous special waste, PCB waste, and potentially infectious medical waste, and arrange for its immediate removal of such waste by a waste hauler authorized to accept such wastes for transport to a disposal facility which has obtained all necessary local, State and Federal authorization to accept such waste. The Contractor shall develop and maintain an emergency action plan for such occurrences as well as contracts with appropriately licensed and permitted haulers to ensure the immediate removal of these wastes.
- b. The Contractor shall remove and manage asbestos containing materials in accordance with the National Emission Standards for Hazardous Air Pollutants regulations.
- c. The Contractor shall remove lead-acid batteries the same day and transport these batteries either to a drop-off center handling such waste or to a lead-acid battery retailer in accordance with the Illinois Environmental Protection Act, Title V, Section 22.23.
- d. The Contractor shall remove and manage tires in accordance with the Illinois Environmental Protection Act, Title XIV, Section 55.
- e. The Contractor shall remove and manage white good components in accordance with the Illinois Environmental Protection Act, Title V, Section 22.28.

After Unauthorized Waste has been removed from the Facility, the Contractor shall thoroughly clean the affected area in a manner consistent with the type of Unauthorized Waste managed. The Contractor shall maintain records of the acceptance of such material for three years and shall make such records available for review by the CDPH.

V. Contingency Plan

The Contractor must provide a contingency plan for operating procedures that will take effect in the event of either short term or long-term interruption of normal waste transportation/ disposal options including work stoppage by Company's employees, emergency weather conditions, building or equipment failure, lack of access to the primary system for transportation, lack of access to the primary disposal site and handling of wastes from catastrophic events.

**RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets
and Sanitation, Specification Number: 763731**

EXHIBIT 4 HISTORICAL DATA

Total tons per Grid 2015-17													
2015													
District	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Ravenswood	3,508.96	2,605.60	4,182.24	4,531.79	4,764.94	5,350.77	4,977.60	4,484.76	4,698.78	4,199.76	4,461.09	4,775.71	52,542.00
Mayfair	6,189.02	4,703.93	7,189.72	8,151.25	9,769.29	10,381.93	9,824.68	8,507.56	8,795.73	8,269.00	8,683.26	8,647.55	99,112.92
Northwest	12,408.26	9,406.60	14,848.23	16,652.84	17,508.89	19,918.06	18,945.51	16,551.20	17,472.96	15,028.49	15,142.98	17,128.16	191,012.18
Medill	5,175.68	3,928.68	5,771.20	6,581.97	6,659.43	7,287.99	7,031.11	6,485.15	6,720.56	6,273.11	6,172.45	6,644.58	74,731.91
Lawndale	7,252.82	5,560.07	8,416.52	9,699.17	11,338.00	11,744.27	11,524.47	9,797.37	10,418.91	9,288.93	9,186.69	9,742.35	113,969.57
Southwest	6,459.96	4,821.59	7,356.12	8,217.20	8,582.53	9,566.54	9,447.07	8,410.84	8,689.45	7,701.58	7,607.83	8,465.72	95,326.43
52nd St	5,852.62	4,309.52	7,275.33	8,830.85	9,460.55	10,189.46	10,013.90	8,447.53	8,773.34	7,708.44	7,617.62	8,531.59	97,010.75
103rd St	7,365.27	5,511.20	8,995.65	10,813.10	12,407.28	13,160.73	12,630.40	10,396.47	10,651.86	9,601.36	9,789.10	10,913.17	122,235.59
2016													
District	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Ravenswood	3,295.59	3,147.33	4,121.25	4,048.83	4,520.61	5,175.16	4,376.02	4,613.91	4,403.52	4,139.96	4,759.71	4,185.86	50,787.75
Mayfair	6,233.78	6,388.57	7,923.38	8,001.04	9,435.31	10,313.18	8,737.55	9,185.39	8,753.28	8,308.59	9,393.16	7,937.50	100,610.73
Northwest	12,573.56	13,005.79	16,145.96	8,864.72	10,253.22	10,917.29	9,760.82	10,552.99	9,585.30	8,785.03	9,063.95	8,467.22	127,975.85
Homer	0.00	0.00	0.00	5,850.84	7,011.81	7,905.34	6,804.53	7,301.84	6,830.29	6,262.19	6,640.26	5,918.66	60,525.76
Medill	5,001.29	4,905.52	5,836.15	6,243.25	7,444.73	7,536.18	6,965.10	7,481.18	6,731.08	6,275.39	7,032.28	6,320.03	77,772.18
Lawndale	7,132.97	7,239.25	8,987.40	9,175.17	10,989.82	11,894.86	10,324.43	11,059.77	10,218.90	9,204.00	10,005.25	8,603.74	114,835.56
Southwest	6,331.70	6,538.88	7,988.83	7,717.32	8,436.13	9,359.63	8,489.04	9,231.25	8,273.21	7,713.91	8,084.54	7,250.49	95,414.93
52nd St	5,928.42	6,316.87	8,008.31	8,156.38	9,331.53	9,732.59	8,918.68	9,841.42	8,683.83	7,940.70	8,463.31	7,217.02	98,539.06
103rd St	7,382.47	7,986.47	10,076.18	10,318.14	11,714.49	12,570.07	11,393.01	12,678.00	11,248.88	10,594.91	11,343.03	9,344.69	126,650.34
2017													
District	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Ravenswood	3,930.59	3,370.55	3,926.53	4,254.43	4,854.08	4,806.91	4,397.45	4,571.33	4,038.35	4,204.53	4,519.75	4,008.71	50,883.21
Mayfair	7,095.28	6,218.25	7,283.34	8,186.69	9,850.37	9,954.88	9,002.96	9,143.82	7,824.99	8,591.47	8,895.51	7,168.82	99,216.38
Northwest	8,189.96	7,520.04	8,672.91	8,785.83	10,468.13	9,958.09	9,750.17	9,749.13	8,218.05	9,164.72	8,533.63	7,319.19	106,329.85
Homer	5,524.50	4,825.44	5,652.17	6,135.68	7,394.50	7,441.51	6,972.81	7,095.23	5,941.81	6,393.29	6,348.35	5,352.78	75,078.07
Medill	5,964.53	5,164.18	6,009.68	6,017.89	7,214.60	7,176.29	6,558.94	6,841.21	5,849.07	6,305.25	6,421.90	5,550.41	75,073.95
Lawndale	8,005.92	7,295.18	8,718.89	9,326.56	11,024.22	11,253.42	10,245.74	10,460.82	9,008.04	9,823.19	9,337.62	7,885.04	112,384.64
Southwest	6,755.14	6,126.12	7,325.64	7,407.38	8,774.55	8,621.93	8,214.12	8,712.95	7,309.23	7,847.74	7,316.00	6,514.00	90,924.80
52nd St	7,060.43	6,196.96	7,554.49	8,090.27	9,623.08	9,279.04	8,604.33	8,847.65	7,404.46	8,308.85	7,837.83	6,473.98	95,281.37
103rd St	9,081.13	8,139.36	9,850.17	10,528.13	12,667.95	12,051.23	11,089.64	11,427.51	9,539.42	10,926.43	10,988.16	8,860.48	125,149.61

EXHIBIT 5 COMPENSATION SCHEDULE.

The Exhibit 5 Compensation Schedule mentions the following fees:

1. Trans-Loading Fee. This Tipping Fee includes administrative cost, insurance, any and all peripheral costs associated with the intake of Municipal Solid Waste by the approved Transfer Station, but may not be limited to fees associated with the following services:

- Directing on-site traffic to appropriate unloading areas and providing a safe working environment for transfer station users, visitors and employees.
- Weighing all in-coming collection vehicles that are delivering materials to the transfer station by City.
- Operating a scale system and calibrating the scales utilized in accordance with industry standards.
- Weighing all out-going collection vehicles after delivery of materials to the transfer station by City unless the tare weight of the collection vehicle has previously been documented.
- Providing Weight Tickets/Reports

2. Transportation Fee. This fee should include fuel, petroleum products any and all peripheral costs associated with transporting waste delivered to the transfer station by City to an approved Final Disposal Site(s) (landfill, recycling, or waste-to-energy), but may not be limited to fees associated with the following services:

- Transferring the materials delivered to the transfer station by City into large-capacity transport trailers pursuant to law, regulations, and guidelines of the Commissioner.
- Transporting the transport trailer loaded with materials delivered to the transfer station by City to an approved disposal site(s) (landfill, recycling, or waste-to-energy)
- Recording and maintaining records of the date, time, vehicle identification number, tare weight, and gross weight of all transfer vehicles transporting materials delivered to the transfer station by City pursuant to the Agreement.

3. Final Disposal Site(s) Fee. This is the Tipping Fee that the Contractor must pay for Final Disposal Site(s) (landfill, recycling, or waste-to-energy) services.

EXHIBIT 5: COMPENSATION SCHEDULE

TRANSFER STATION: _____

Labor and Services Performed	Year One	Year Two	Year Three	Year Four	Year Five	Extension One (1) Year Six	Extension Two (2) Year Seven	Extension Three (3) Year Eight	Extension Four (4) Year Nine	Extension Five (5) Year Ten
I. Trans loading Fee (Regular Refuse) <i>per ton</i>										
II. Transportation Fee (Regular Refuse) <i>per ton</i>										
III. Final Disposal Site Fee (Regular Refuse) <i>per ton</i>										
Total Annual Regular Refuse Cost										
IV. Trans loading Fee (Bulk Refuse) <i>per ton</i>										
V. Transportation Fee (Bulk Refuse) <i>per ton</i>										
VI. Final Disposal Site Fee (Bulk Refuse) <i>per ton</i>										
Total Annual Bulk Refuse Cost										
VII. Trans loading Fee (Organic Refuse) <i>per ton</i>										
VIII. Transportation Fee (Organic Refuse) <i>per ton</i>										
IX. Final Disposal Site Fee (Organic Refuse) <i>per ton</i>										
Total annual Organic Refuse Cost										

EXHIBIT 6 SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) COMMITMENT AND SCHEDULES

I. POLICY AND TERMS

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago 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, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the contractor shall 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 shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

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

MBE Contract Goal:	17%
WBE Contract Goal:	5%

The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, 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 shall 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 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 shall 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 to involve MBEs and WBEs in direct participation in the performance of this contract.

The contractor also may with prior approval of the Chief Procurement Officer or designee, 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 projects.

Pursuant to 2-92-535, the prime contractor may apply to 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.

II. **DEFINITIONS**

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

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

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the 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 issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third-party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or her designee.
- g. "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.
- h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i. "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.

- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.
- l. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the 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.)
- n. "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.
- o. "Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to 2-92-535, that is approved by the City of Chicago and complies with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.
- p. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.
- q. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- r. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the 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.
- s. "Women Business Enterprise" or "WBE" means a firm awarded certification as women owned and

controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a woman owned business by Cook County, Illinois.

III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet the contract's MBE/WBE participation 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's MBE/WBE participation goals only if:
1. 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;
 2. 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;
 3. Each joint venture partner executes the bid to the City; and
 4. 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 1, 2, and 3 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's MBE/WBE participation 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's MBE/WBE participation 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's MBE/WBE participation 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 proposal 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:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. 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;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

Notice: 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.

Notice: The City requires that, whenever a joint venture is proposed as the prime Contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT 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 certified as both a MBE and a WBE may only 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.
 1. 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.

2. 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.
- 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. If the MBE or WBE performs the work itself:
1. 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:
1. 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:
1. 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:
1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
1. 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
 2. 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 Schedule B.
 3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs; however, work subcontracted out to non-certified firms may not be counted.

H. If the MBE or WBE subcontracts out any of its work:

1. 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.
2. 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.1. above).
3. 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, may be counted toward the Contract Specific Goals, 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.
4. 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.
5. 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.

V. 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 waivers of the MBE/WBE commitment goals of a particular contract are appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE goal percentage 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.

All bidders 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:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort 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
- 2) 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 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.

A. 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.

1. 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:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Name, address, email and telephone number of MBE/WBE firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, email, etc.).
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - v. Project identification and location;
 - vi. Classification/commodity of work items for which quotations were sought;
 - vii. Date, item, and location for acceptance of subcontractor bids;
 - viii. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
 - ix. 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

2. 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:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) was excessively costly (in excess of 20% higher).
 - b. A listing of all potential subcontractors contacted for a quotation on that work item;
 - c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
3. Other documentation that 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:
 - a. The City's estimate for the work under a specific subcontract;
 - b. The bidder's own estimate for the work under the subcontract;
 - c. An average of the bona fide prices quoted for the subcontract;
 - d. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or another firm.

B. Assist Agency Participation

Every waiver and/or reduction request must include evidence that the bidder/contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. 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 when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B 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 for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

C. Impracticability

1. 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.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

VI. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE

A proposal 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: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) 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:

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

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 accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 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 has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) 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.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the 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.

C. Joint Venture Agreements.

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/contractor 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 III 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).

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

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 V herein, the bidder must commit to the expenditure of a specific percentage of participation by each MBE/WBE firm included on their Schedule D-1. The total percentage commitment to proposed MBEs must at least equal the MBE goal and the total percentage commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for entering these percentage commitments as percentages of the total contract value, which will not include Tipping Fees. Bidders are not required to enter dollar amounts on the Schedule D-1, just the words Depends Upon Requirement ("DUR"). 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 to 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.

E. 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.

VII. 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 audit. 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 MBE and WBE, including zero dollar

amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. 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 final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

VIII. CHANGES TO COMPLIANCE PLAN

- A. 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.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal;
 8. Subcontractor provided false information; or
 9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

10. Termination of a Mentor Protégé Agreement.

- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. 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.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
 3. 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 V. 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.
 4. 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.
 5. 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.
- D. 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.

IX. NON-COMPLIANCE AND DAMAGES

- A. 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 to comply with MBE or WBE participation requirements; 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.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, 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.
- D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

X. 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 arbitral 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 attorneys 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.

XI Equal Employment Opportunity

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

CITY OF CHICAGO Department of Procurement Services
ATTACHMENT A: Assist Agencies (April 2018)

51st Street Business Association * 220 E. 51 st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51streetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes	African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes
Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com ; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes	Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes
Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes	Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes
Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes	LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes
Chatham Business Association Small Business Dev. * 800 E. 78 th Street Chicago, IL 60619 Phone: melindakelly@cbaworks.org Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes	Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL. 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition * 930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc. 2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

<p>South Shore Chamber, Inc. * 1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM) 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center * 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc. 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p>Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes</p>

ATTACHMENT B
(On Bidder/Contractor's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification 763731

Description: Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago

(Assist Agency Name and Address)

Dear _____:

(Bidder/Contractor) _____ 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

_____ at _____
Name of Company Representative
Address/phone

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

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

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

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

Sincerely,

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

This form need not be submitted if all joint ventures are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE ventures 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 venture'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: _____

(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 ventures 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 checks signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:_____

2. Major purchases:_____

3. Estimating:_____

4. Engineering_____

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?

X. 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.

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

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

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
MBE/WBE Letter of Intent to Perform as a
Subcontractor, Supplier, or Contractor

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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 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.

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
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 Contractor/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 (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/Contractor participating on this contract:

1. Name of MBE/WBE:

Address: _____

Contact Person:

Phone Number:

Dollar Value of Participation;

\$ _____

Percentage of Participation %

2. Name of MBE/WBE:

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

Address: _____

Contact Person:

Phone Number:

Dollar Value of Participation;
\$ _____

Percentage of Participation %

3. Name of MBE/WBE:

Address: _____

Contact Person:

Phone Number:

Dollar Value of Participation;
\$ _____

Percentage of Participation %

4. Name of MBE/WBE:

Address: _____

Contact Person:

Phone Number:

Dollar Value of Participation;
\$ _____

Percentage of 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/Contractors 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:

Phone Number:

Dollar Value of Participation;

\$ _____

Percentage of Participation %

2. Name of MBE/WBE:

Address: _____

Contact Person:

Phone Number:

Dollar Value of Participation;

\$ _____

Percentage of Participation %

3. Name of MBE/WBE:

Address: _____

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

Contact Person:

Phone Number:

Dollar Value of Participation:

\$

Percentage of Participation %

4. Name of MBE/WBE:

Address:

Contact Person:

Phone Number:

Dollar Value of Participation;

\$

Percentage of Participation %

Attach Additional Sheets as Needed

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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:

County of:

(Signature)

(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 she/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 7

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR ACCEPTANCE AND PROCESSING OF MUNICIPAL SOLID WASTE DELIVERED BY THE CITY OF CHICAGO FOR THE CITY OF CHICAGO, SPECIFICATION NO. 763731, THE CONTRACTOR 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 Contractor shall complete an online EDS prior to the response due date. A Contractor 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 Contractor will be provided an EDS number. Contractor 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 Contractor will be able to print a hard copy Certificate of Filing. The Contractor 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 6.2, Required Contents of Proposal in the RFP. A Contractor 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 directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

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

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 763731 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Contractor shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Contractor or prospective Contractor 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 Contractors 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 8

Department of Streets and Sanitation Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion 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 Contract.

A. INSURANCE TO BE PROVIDED

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-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 \$2,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. 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. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City

sites including loading and unloading. 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 \$5,000,000 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) Pollution Legal Liability

Pollution Legal Liability Insurance must be provided covering bodily injury, property damage and other losses caused by pollution conditions at Contractor site that arise from the Work or Services performed under this Contract with limits of not less than \$5,000,000 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 Contract. 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.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and 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 and name the City as an additional insured 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 Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 9

DATA POLICY/DATA WITH CONTRACTOR

Data Protection Requirements for Contractors, Vendors and Third-Parties

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case

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shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.

- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45) days of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

RFP for Acceptance and Processing of Municipal Solid Waste Delivered by the City of Chicago at Privately Owned Transfer Stations, Department of Streets and Sanitation, Specification Number: 763731

- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

EXHIBIT 10

**CITY OF CHICAGO
SAMPLE WORK SERVICES AGREEMENT**

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

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Contractors are directed to review the provided *Sample Work Services Agreement*:

filename: Spec 763731 *_Exhibit_10.pdf*

EXHIBIT 11

CITY OF CHICAGO TRANSFER STATIONS AND DISTRICTS

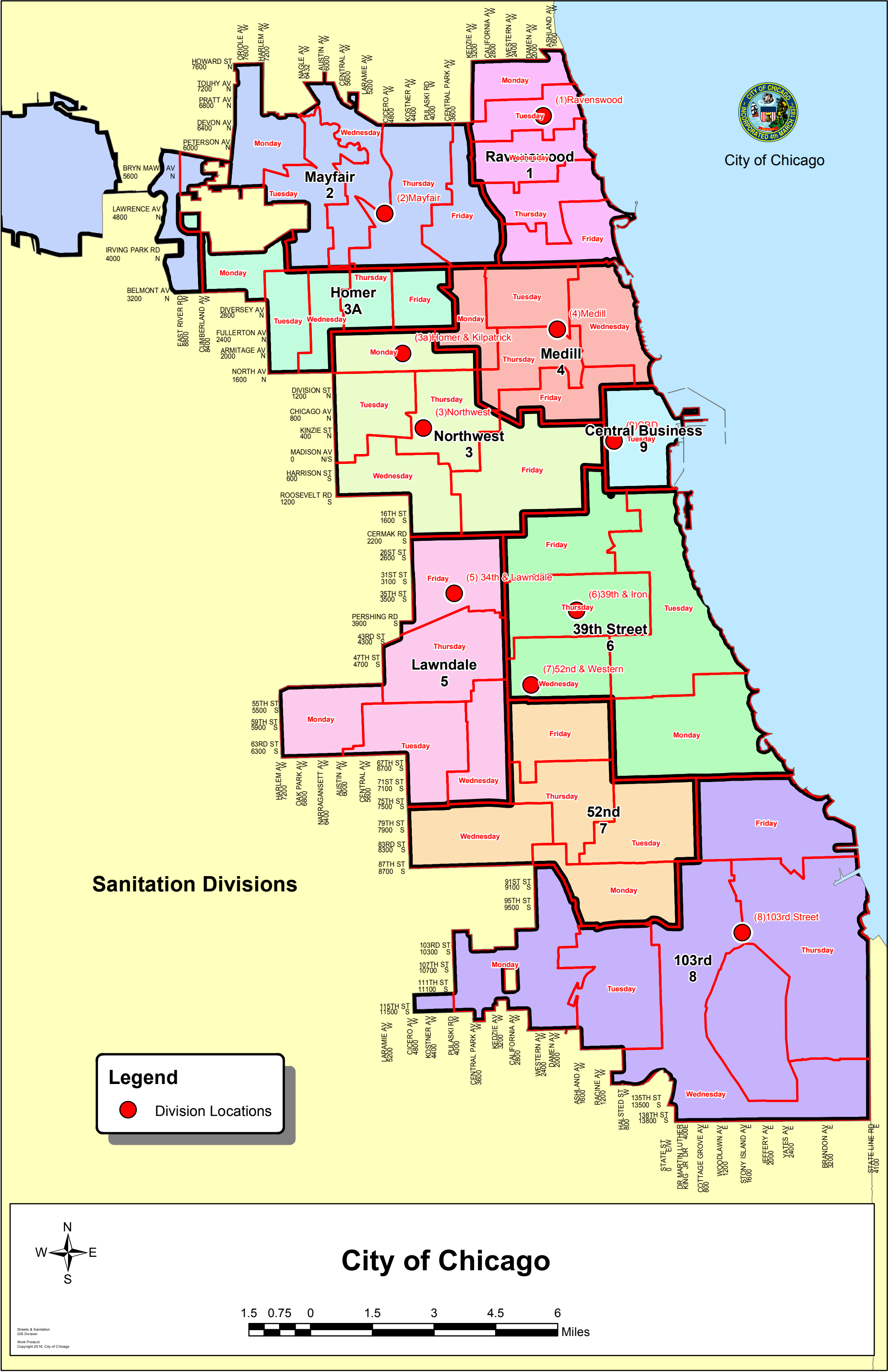


EXHIBIT 12

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

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

Contract title: _____

Specification #: _____

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

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

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

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

Name of Contractor: _____
(Print or Type)

Signature of Authorized Officer: _____
(Signature)

Title of Signatory: _____
(Print or Type)

State of _____

County of _____

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

_____ (name/s of person/s making statement).

(Signature of Notary Public)

(Seal)