



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
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## **TARGET MARKET SPECIAL CONDITIONS REGARDING (MBE/WBE) MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE COMMITMENT NON-CONSTRUCTION SERVICES/GENERAL EQUIPMENT & SUPPLIES**

### **1. POLICY AND TERMS**

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

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

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

### **2. DEFINITIONS**

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

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

- B. "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 is issued by the City.
- D. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- E. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- F. "Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

- G. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the 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 Compliance Administrator" means the officer appointed pursuant to MCC Section 2-92-490.
- I. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- J. "Contractor" means any person or business entity that has entered into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- K. "Direct Participation" the value of payments made to MBE or WBE firms for work that is done 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.
- L. "Directory" means the Directory of Certified Disadvantaged Business Enterprises, Minority Business Enterprises and Women Business Enterprises maintained and published by the City's Contract Compliance Administrator. 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 MBEs and WBEs.
- M. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- N. "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 contracts held by that contractor.)
- O. "Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations, as long as it is performing in its certified Area of Specialty.
- P. "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.
- Q. "Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a woman owned and controlled business in accordance with City Ordinances and Regulations, as long as it is performing in its certified Area of Specialty.
- R. "Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge.

### **3. ELIGIBILITY**

- A. Contracts included in the Target Market Program can be either MBE Target Market Contracts, WBE Target Market Contracts or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Contracts, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Contracts. On solicitations open to both MBEs and WBEs joint ventures are allowed between both MBEs and WBEs.

- B. Contracts included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in the contracts' designated commodity area(s) by successfully being certified by the City's Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.
- C. The vendor may not subcontract more than fifty percent (50%) of the dollar value of the contract. The prime Target Market vendor must perform at least 50% of the awarded contract amount with their own workforces. Up to 50% of the dollar value of the Target Market contract may be subcontracted to firms who are either MBEs and/or WBEs or non-MBEs and/or non-WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a contract consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a contractor subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- D. MBE or WBE firms will be allowed to participate in this Target Market Contract only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE firms participating in the contract being a part of the bid/proposal response.
- E. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market Program.
- F. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude a vendor from the Target Market Program is final and non-appealable. The Chief Procurement Officer shall review the participation of any vendor in the Target Market Program which has been awarded as the prime vendor in a calendar year either; (i) five (5) or more Target Market Contracts; or (ii) Target Market Contracts with a total estimated value in excess of one million dollars (\$1,000,000); provided, however, that each contract used in the above computation has an estimated value in excess of ten thousand dollars (\$10,000). The factors which will be considered by the Chief Procurement Officer include:
  - i. the total number and estimated value of both Target Market and other City contracts awarded to the contractor;
  - ii. the total number and estimated value of both Target Market and other City contracts awarded to the contractor in a specific specialty area;
  - iii. the percentage of the number of both Target Market and other City contracts awarded to the contractor in a specific commodity area;
  - iv. the percentage of the total estimated value of both Target Market and other City Contracts awarded to the contractor in a specific commodity area;
  - v. the extent to which the Vendor is dominating the Target Market Program to the undue detriment of other contractors or the City; and
  - vi. any other factors deemed relevant by the Chief Procurement Officer.

#### **4. PROCEDURE TO DETERMINE BID COMPLIANCE**

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.

- A. Schedule D-2  
Bidders must submit, **together with the bid**, a completed Schedule D-2 committing them to the utilization of each listed firm. The City encourages bidders to utilize the electronic fillable format Schedule D-2, which is available at the Department

of Procurement Services website, <http://cityofchicago.org/forms>. All commitments made by the bidder's Schedule D-2 must conform to those presented in the submitted Schedule C-2(s).

B. Schedule C-2

The bidder must submit the appropriate Schedule C-2 **with its bid** for each MBE and WBE subcontractor included on the Schedule D-2. The City encourages subcontractors to utilize the electronic fillable format Schedule C-2, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-2 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE subcontractor and the agreed upon rates/prices. Each Schedule C-2 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-2 has been submitted with the bid, an executed original Schedule C-2 must be submitted by the bidder for each MBE and WBE included on the Schedule D-2 within five business days after the date of the bid opening.

In the event the Vendor fails to submit any Schedule C-2s with its bid/proposal, the City will presume that no subcontractors are performing services related to the contract absent evidence to the contrary.

C. Letters of Certification

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago, or from such other certifying body as may be acceptable to the Chief Procurement Officer, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago, or from such other certifying body as may be acceptable to the Chief Procurement Officer, 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-2, must conform to their stated Area of Specialty.

D. Joint Venture Agreements

If the bidder is a joint venture, the bidder must provide a copy of the Joint Venture agreement **with its bid** and a Schedule B-2. In order to demonstrate the MBE/WBE partner's share in the ownership and control of the joint venture, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other activities to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory, and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

## 5. 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 MBE and WBE subcontractors listed on its Schedule D-2 form. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the Contractor for services performed, on the first day of each month and every month thereafter, email and or fax notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the Contractor and MBE/WBE subcontractors or any first tier non-certified subcontractor and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

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

## **6. COMPLIANCE**

- A. The Contract Compliance Administrator shall be entitled to examine on five business days notice, the Contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Contractor is in compliance with the requirements of the Target Market Program and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.
- B. It is a material breach of the contract if the vendor, a joint venturer, or subcontractor is disqualified as a MBE or WBE, such status was a factor in contract award, and the status was misrepresented by the contractor or any joint venturer. Such a breach shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law, or in equity.
- C. In the event that the vendor is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the Contractor shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due under the contract may be withheld until corrective action is taken.

## **7. ARBITRATION**

- A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D-2, 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 disputed between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All arbitration fees are to be paid pro rata by the parties; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten 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 (calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## 8. 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.

## 9. RESOURCE AGENCIES

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

U.S. Small Business Administration Program 500 W. Madison Street, Suite 1250 Chicago, Illinois 60661 Attn: General Services (312)353-4528	S.B.A. - Bond Guarantee Program Surety Bond 500 West Madison, Suite 1250 Chicago, Illinois 60661 Attention: Carole Harris (312) 353-4003
S.B.A. - Procurement Assistance 500 West Madison Street, Suite 1250 Chicago, Illinois 60601 Attention: Robert P. Murphy Area Regional Administrator (312) 353-7381	Project information and general MBE/WBE Program information: Office of Compliance Attn: Supplier Diversity Program 333 S. State Street Suite 540 Chicago, Illinois 60604 Telephone: (312) 747-7778 Email: <a href="mailto:integrity@cityofchicago.org">integrity@cityofchicago.org</a>
City of Chicago Department of Procurement Services Contract Administration Division City Hall - Room 403 Chicago, Illinois 60602 Buyer Phone# 312-744-4900	

Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available in the Bid and Bond Room, Department of Procurement Services, City Hall, Room 301, Chicago, Illinois 60602, Monday through Friday between the hours of 8:40 am to 10:45 am and 12:00 pm to 3:30 pm.

**10. SCHEDULE B-2:**

**AFFIDAVIT OF MBE/WBE TARGET MARKET JOINT VENTURE**

This form need not be submitted if all joint venturers in the MBE/WBE Target Market Program with, a written joint venture among the MBE and/or WBE venturers. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

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

I. Name of joint venture: \_\_\_\_\_

Address of joint venture: \_\_\_\_\_

Phone number of joint venture: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

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

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

Contact person for matters concerning MBE/WBE joint venture: \_\_\_\_\_

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

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

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

V. Ownership of the Joint Venture.

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

MBE/WBE ownership percentage(s) \_\_\_\_\_

Non-MBE/WBE ownership percentages(s) \_\_\_\_\_

Ownership of the Joint Venture (continued): \_\_\_\_\_

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

1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions: : \_\_\_\_\_

a. Dollar amounts of initial contribution: \_\_\_\_\_

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

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

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

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

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

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

A. Joint venture check signing:

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

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

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

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

VII. Financial Controls of joint venture:

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Trade (Number)	MBE/WBE (Number)	Joint Venture
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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

\_\_\_\_\_

Employed by MBE/WBE

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 2010, the above-signed officers

Names of affiants \_\_\_\_\_,

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

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

Notary Public Signature: \_\_\_\_\_

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

(Seal)

**11. TARGET MARKET/SCHEDULE C-2**

**LETTER OF INTENT FROM SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT TO PERFORM**

**Project Description:** \_\_\_\_\_

**Specification Number:** \_\_\_\_\_

Please check appropriate status of subcontracting Firm:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-Minority

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

To: \_\_\_\_\_ and the City of Chicago:  
(Name of Prime WBE/MBE Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

\_\_\_\_\_ Sole Proprietor \_\_\_\_\_ Corporation

\_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

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

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

\$ \_\_\_\_\_ %

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

If more space is required to fully describe the firm's proposed scope of work and/or payment schedule, attach additional sheets.

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, and will do so within three (3) working days of your receipt of a signed contract from the City of Chicago.

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent of MBE/WBE)

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**12. SCHEDULE D-2**

**AFFIDAVIT OF TARGET MARKET SUBCONTRACTORS NON - CONSTRUCTION SERVICES/GENERAL EQUIPMENT AND SUPPLIES**

**Project Description:** \_\_\_\_\_

**Specification Number:** \_\_\_\_\_

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

County (City) of \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
(Name of Bidder/Proposer)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan identifying sub-contractors in this Contract.

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

1. Direct Participation of Subcontracting Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, can only consider involvement with MBE/WBE firms as joint venture partners. Subcontracting and supplying of goods and services directly related to the performance of this contract is open to MBE/WBE and non MBE/WBE firms. NOTICE: Subcontracting cannot exceed 50% of the total contract amount.)

- A. The MBE and/or WBE bidder(s) is to attach a copy of their City of Chicago Letter of Certification.
- B. If bidder/proposer is a joint venture and one or more joint venture partners, they must be certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- C. Subcontractors (Direct or Indirect):

1. Name of Subcontractor: \_\_\_\_\_

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

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

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

Dollar Amount Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

**Schedule C-2 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \* (see page 2)**

Type of Firm:

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

2. Name of Subcontractor: \_\_\_\_\_

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

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

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

Dollar Amount Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

**Schedule C-2 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \* (see page 2)**

Type of Firm:

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

3. Name of Subcontractor: \_\_\_\_\_

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

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

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

Dollar Amount Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

**Schedule C-2 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \* (see page 2)**

Type of Firm:

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

4. Name of Subcontractor: \_\_\_\_\_

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

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

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

Dollar Amount Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

**Schedule C-2 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \* (see page 2)**

Type of Firm:

MBE \_\_\_\_\_ WBE \_\_\_\_\_ Non-M/WBE \_\_\_\_\_

5. Attach additional sheets as needed.

\* All Schedule C-2s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name \_\_\_\_\_

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

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

Signature of Affiant: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name /s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Notary Public Signature: \_\_\_\_\_

(Seal)

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