

REQUEST FOR INFORMATION & IDEAS (RFI)
FOR CITY OF CHICAGO MUNICIPAL MARKETING PROGRAM

Response No: 060217

Required for use by:

CITY OF CHICAGO
DEPARTMENT OF FINANCE

Issued by:

CITY OF CHICAGO

Department of Finance
Department of Technology & Innovation
Department of Transportation

SIX (6) HARDCOPIES OF THE RESPONSE AND SIX (1) CD or Flash Drive
OF ANY PRODUCT LITERATURE OR DATA MUST BE SUBMITTED

All responses shall be addressed and returned to:

Carole Brown, Chief Financial Officer
Attention: Colleen Stone
Department of Finance
Bid and Bond - Room 700, City Hall
121 North La Salle Street
Chicago, IL 60602

Responses must be received no later than 4:00 p.m. Central Standard Time, on Monday, July 24, 2017 the outside of the envelope or package must clearly indicate the name of the project, "RFI for Municipal Marketing and Smart City Innovations," Response No. 060217 , the time, and the date specified for receipt.

The name and address of the Respondent must be clearly printed on the outside envelope or package.

RAHM EMANUEL
MAYOR

CAROLE BROWN
CHIEF FINANCIAL OFFICER

Colleen Stone, Project Manager, (312) 742-6958

REQUEST FOR INFORMATION

SUBJECT: RFI FOR INFORMATION AND IDEAS FOR THE CITY OF CHICAGO MUNICIPAL MARKETING PROGRAM AND "SMART CITY" INNOVATIONS AND OPPORTUNITIES THROUGH THE USE OF CITY ASSETS.

INQUIRIES: All inquiries or questions must be directed to Colleen Stone, Project Manager, Office of the Chief Financial Officer at the City of Chicago Department of Finance, Room 700, 121 N. LaSalle St., (312) 742-6958, or by email at marketing@cityofchicago.org.

Questions must be received no later than 4:00 p.m. Central Standard Time, Friday July 7, 2017. If a determination is made that a clarification or change to the RFI document is required, a written addendum will be mailed or faxed by the Department of Finance to all RFI document holders. Respondents are responsible for obtaining all RFI materials.

Deadline and Procedures for Submitting Responses

Responses must be received by the City of Chicago in the City's Finance Department (Room 700, City Hall) no later than 4:00 p.m. Central Standard Time on Monday, July 24, 2017. The Department of Finance can be reached at telephone number 312-742-6958.

1. Responses must be delivered to the following address:

Carole Brown, Chief Financial Officer
Department of Finance
Room 700, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Submit six (6) hard copies and one (1) CD or Flash drive and one (1) PDF to marketing@cityofchicago.org, of your response including any product literature or data. Submittals shall be labeled: **"RFI for City of Chicago Municipal Marketing and Smart City Innovations and Opportunities"**. **Materials Related to Response # 060217. Please return this sheet with completed information below as a part of your submittal documents.**

Responding to this RFI is not a pre-requisite for responding to any subsequent solicitations relating to this project.

Response submitted by:

Company Name

Address

City/State/Zip Code

Date

Authorized Officer Signature in Ink

Title

Telephone Number

Fax Number

I.

GENERAL INVITATION

Introduction

The City of Chicago ("the City"), acting through its Chief Financial Officer ("the CFO"), Department of Innovation and Technology and Department of Transportation, is issuing the following Request For Information ("RFI") inviting interested parties to submit Ideas and Information regarding ways private partners can work with the City on marketing, advertising, sponsorship and Smart City opportunities (further described in **Attachment A**, Exhibit 1) that support the City's key goals and objectives.

Companies with demonstrated experience in outdoor advertising, online advertising, sponsorships and or Smart City solutions etc., with an interest in making their ideas and services available to the City, are invited to respond to this RFI. For purposes of this RFI, "**Respondents**" means the companies or individuals that submit Qualifications in response to this RFI. "**Vendor**" or "**Individual**" means the Respondent or Respondents selected for Services as a result of this RFI. The documents submitted will be referred to as "**Ideas and Information.**"

History of the Municipal Marketing Program

On November 16, 2011, the City Council of the City of Chicago ("City") passed Section 2-32-055 of the Municipal Code, which authorizes the Chief Financial Officer of the City, either directly or through her designee, agent, or contractor, to:

1. Identify specific City assets available for marketing and desirable to potential commercial partners;
2. Prioritize these assets in terms of ease of marketing and short- and/or long-term commercial value;
3. Develop a marketing plan for these assets;
4. Seek out commercial partners for asset-based transactions;
5. Structure marketing programs; and
6. Negotiate the terms of, and execute, asset-based marketing agreements with public and private entities.

Under the City's current Municipal Marketing Program, the City has engaged in multiple partnerships and programs which include Chicago's City Digital Network (CDN) digital billboard program, the marketing of advertising space on Big Belly Solar Recycling Bins and Divvy Bike Stations as well as sponsorship of the Divvy Bike Program and the City's Recycling Program.

Objective of RFI

The RFI seeks ideas on ways to expand the City's Municipal Marketing Program. Proposed activities may presume the use of any and all City-owned assets, including

but not limited to physical property, vehicles, right of way, or the City of Chicago website. Such ideas must enable the City to generate the maximum value for its corporate fund, mitigate any negative social impacts of the proposed activities, and preserve the continuity and integrity of the City of Chicago image.

Specifically, the City's goals and objectives of the RFI are:

1. Identify specific City assets available for marketing, advertising, sponsorship and/or Smart City innovations. A list of available assets is detailed in this solicitation. Other ideas regarding monetizing assets and/or that are not identified here are welcome as part of your submission.
2. Prioritize or package the identified assets identified based upon value, revenue generating opportunity and/or ability to bring technology to Chicagoans.
3. Create a marketing plan for the assets identified. The City seeks new revenue opportunities through the use of its assets and encourages you to share your strategy to reach this goal.
4. Identify sponsors for various programs and/or assets where applicable. There are many opportunities for sponsorship that can provide big impact to Chicagoans and high level exposure for its partners.
5. Increase connectivity for City residents especially in underserved and underrepresented neighborhoods by prioritizing low cost or free access to its residents. The City is open to creative solutions that will maximize the investment while providing reliable and high-quality services to meet the needs of the broader community.
6. Use existing City assets, capabilities, and other attributes to deploy new and cost-effective wireless services. The City seeks to maximize processes and structures to best enable and facilitate new and cost-effective wireless services. The City also seeks recommended strategies to encourage and enable private deployment of broadband facilities.
7. Leverage the City's use of Smart Cities applications and functions. Recommended strategies to ensure that Smart Cities initiatives in Chicago benefit all areas of the City equally, including lower income areas. The City is seeking to this RFI that offer recommendations for how Smart Cities applications can support digital equity goals and vice versa.

The City encourages respondents to share their expertise, which may be used to shape the direction and form of desired public-private collaboration. The City further encourages respondents to work together if a collaborative approach would best meet the City's goals. As part of your response, please identify any potential partners in your effort.

The City seeks input from potential collaborators or partners regarding the terms or conditions under which they would participate in such projects. The City seeks the responses from potential partners with a variety of business models that share technological and operational responsibilities and financial risk between the partners and the City in innovative ways.

While the City prefers options that require little to no investment by the City, the City will consider making capital contributions toward one or more projects. In order to use its own capital, the project must be supported by a sustainable business model that can be easily scaled and that demonstrates a measurable return.

The City is also interested in learning more about what additional actions would be required to implement the proposed solutions. Respondents should discuss, all required contributions including but not limited to; permitting, rights-of-way, property usage, conduit access, fiber connections, electricity requirements, State and Federal guidelines or regulations.

Should a contract be awarded as a result of this RFI, the City will work with its potential partners to facilitate as needed, inspections, permitting and legislation to ensure successful implementation of the selected strategy.

It is important to note that the City is a distinct legal entity from its "sister agencies," including Chicago Public Schools, Chicago Transit Authority, Chicago Park District, Chicago Housing Authority and the City Colleges of Chicago. This RFI relates solely to the City and its assets and services and does not encompass these agencies. In addition, advertising programs at O'Hare and Midway airports are administered under an existing contract with the Chicago Department of Aviation and are therefore not included as part of this solicitation. Certain other City-owned properties, such as Millennium Park, may also be subject to other legal agreements that may limit the ability to implement new municipal marketing initiatives.

The City reserves the right to award one or more agreements for one or multiple assets to Respondents as a result of this RFI. The City may (but is not obligated to) issue additional solicitations for specific proposals for specific Municipal Marketing Initiatives and/or Smart City Innovations.

Additionally, the City reserves the right to issue a separate solicitation to the public for any initiative that would be covered by any assets identified in this solicitation and to enter into municipal marketing agreement related to any assets identified in this solicitation pursuant to MCC 2-32-055 or other applicable contracting authority, either as a result of this solicitation or independently of this or related solicitations.

The work contemplated is professional in nature. It is understood that the Vendor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or

data prepared or assembled by the Vendor under a contract awarded pursuant to this RFI are confidential in nature and Vendor will not make such reports, information, or data available to any individual or organization, except to the City, without the prior written approval for the City.

The Vendor shall be financially solvent and each of its members if a joint venture, its employees, agents or Subcontractors of any tier shall be competent to perform the services required under this RFI document. Vendor s selected for contracts will be expected to provide and Economic Disclosure Statement as described herein and be current on all taxes, fees, fines and other compensation payable to the City.

Compliance with Chicago Laws: Prior to any contract award, the Respondent must provide a statement that it is current on all financial obligations owed to the City.

This is an invitation for ideas and information and standard City terms and conditions or contractual language is contained herein. Contracts may be awarded as a result of this from this solicitation. For purposes of the RFI, the term “Respondent” or “Vendor” means the entity providing a written response to this RFI.

Disclaimer

Responses to this RFI become the exclusive property of the City. All documents submitted in response to this RFI may be regarded as public records and may be subject to disclosure. This RFI is issued for purposes of gathering ideas and information No material submitted in response to this RFI will be returned. Respondents are solely responsible for all expenses associated with responding to this RFI.

II. SCOPE OF REQUESTED INFORMATION

In responding to this RFI, Respondents are requested to provide the following information, preferably in the order presented below. In **Attachment A**, Exhibits I and II. Exhibit I provides a general list of available asset for Respondents to share their innovations and ideas related to marketing, advertising, sponsorship and Smart City innovations. Attachment A, Exhibit II contains requirements for the format and content of the RFI responses.

III. GENERAL TERMS FOR RFI

A. Confidentiality

All submissions are subject to the Illinois Freedom of Information Act. If any part of your submission is proprietary and/or confidential, please note that on each relevant page.

B. Incurred Costs

The City of Chicago will not be liable in any way for any costs incurred by Respondents in replying to this RFI, including, but not limited, to costs

associated with preparing the response, participating in any site visits, demonstrations, conferences or oral presentations.

C. Evaluation of Responses

The City reserves the right to request clarification or additional information from any Respondent at any time during the evaluation of responses to this RFI, including requesting and oral presentation from one or more Respondents.

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

Pursuant to Mayoral Executive Order no. 2011-4, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("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") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (d) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

If Respondent violates this provision or Mayoral Executive Order No. 2011-4 prior to the award of an agreement resulting from this request for qualifications/proposals/information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which is then delivered by one person to the Mayor or to his political fundraising committee.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and

- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal code of Chicago, as amended. Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4

E. 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)

GENERAL INFORMATION AND GUIDELINES

IV. Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Finance. All questions or requests for clarification must be in writing, via email to marketing@cityofchicago.org and must be received no later than 4:00 p.m. Central Standard Time, on Friday July 7, 2017. The City's website (www.cityofchicago.org) is the City's public information and resource portal. It provides information, tools and services for all City Departments.

B. Exclusions

Eventual use or marketing of any assets identified by selected vendors are subject to the approval of the City, including a committee of various City officials, including the Board of Ethics, that will determine whether marketing ideas proposed by Brokers are appropriate and in the public interest, as well as rules to be promulgated by the CFO pursuant to her authority under Section 2-32-055(e) of the Municipal Code.

In addition, advertising and sponsorship initiatives that have in the past been handled by the City's Department of Cultural Affairs and Special Events and the City's Department of Aviation are not a part of this RFI. This RFI also excludes municipal marketing opportunities pertaining to the City's water system and sewer system. The City will not consider those portions of any responses pertaining to the City's water system and sewer system.

Finally, some assets may be preempted from use due to existing contractual relationships, limitations due to tax exempt bond or grant funding restrictions for private use and some may be removed from consideration for some other reason. Any such preemption may be disclosed at any time during the contract by the City. All contracts awarded as a result of this RFI will be subject to applicable legal restrictions and authority, including, but not limited to, the following: (1) applicable City authority, whether presently existing or as it may be promulgated in the future; (2) compliance with any existing contractual requirements in other City vendor agreements concerning any of the assets identified in this RFI; and (3) restrictions on bond-funded or grant-funded assets."

Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Submittal Conference. Your questions may be submitted via email to the Department of Finance, marketing@cityofchicago.org, referencing in the subject line "Questions

and Request for Clarification” for RFI for Information and Ideas for the City of Chicago Municipal Marketing Program and “Smart City” Innovations and Opportunities through the use of City Assets , Response # 060217. You may direct general questions regarding the RFI to Colleen Stone at 312-742-6958. With the exception of the Submittal Conference, no telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFI process.

C. Pre-Submittal Conference

The City will hold a Pre-Submittal Conference on Monday, June 26, 2017 at 4PM, City Hall, 121 N. LaSalle Street, Room 1103

All interested parties are invited to participate. Please send an email with your contact information if you plan to participate in the Pre-submittal conference, no later than 2PM Central Standard Time on June 26, 2017 via email to marketing@cityofchicago.org. The City will clarify the terms of the RFI during the Pre-Submittal Conference. The City may respond to both questions raised during the Pre-Submittal Conference as well as questions submitted via email prior to the deadline for receipt, in which case, responses will be posted on the City’s website by no later than Friday, July 14, 2017. The responses will also be sent via email to those respondents who submitted their contact information to the Department of Finance upon downloading the RFI.

D. Deadline and Procedures for Submitting Ideas and Information

1. To be assured of consideration, Qualifications must be received by the City of Chicago no later than 4:00 P.M. CST on Monday July 24, 2017. Qualifications must be delivered to the following address:

Carole Brown, Chief Financial Officer
Attn: Colleen Stone
Department of Finance
City Hall - Room 700, 121 North LaSalle Street
Chicago, Illinois 60602

and

(1) PDF copy delivered via email to marketing@cityofchicago.org

2. The City may, but is not required to, accept responses that are not received by the date and time set forth in Section V.D above. Only the

Chief Financial Officer (CFO) is empowered to determine whether to accept or return late responses.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. It is Respondent's sole responsibility to ensure that the response is received as required.

2. Respondents must submit 1 hardcopy original, 5 duplicate hard copies, 1 electronic copy via CD or ESB flash drive and 1 PDF copy delivered via email to marketing@cityofchicago.org of the RFI response. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

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

Qualifications Enclosed
Request for Information and Ideas (RFI) for Municipal Marketing
Services
Response 060217
Due: **4:00 p.m. CST, Monday, July 24, 2017**
Submitted by: (Name of Respondent)
Package ___ of ___

V. RFI Information Resources

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

Search the MBE/WBE Directory Database:
www.cityofchicago.org/Procurement

Pre-Submittal Conference Participants:
http://www.cityofchicago.org/city/en/progs/municipal_marketing.html

Response to questions and/or clarifications, if any:
http://www.cityofchicago.org/city/en/progs/municipal_marketing.html

VI. Solicitation Timetable

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

Key Activity	Target Date
Pre-Submittal Conference	June 26, 2017
Clarifying Questions Due	July 7, 2017
Clarifying Questions Posted	July 14, 2017
RFI Response Due	July 24, 2017

5.5 Confidentiality

Respondent may designate those portions of the Qualification response, which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- A. Mark the title page as follows: "This RFI response includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this RFI response. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The City, for purposes of this provision, will include any consultants assisting in the evaluation of responses. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction.
- B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFI response."

All submissions are subject to the Freedom of Information Act.

**ATTACHMENT A
EXHIBIT I
GENERAL BACKGROUND**

The City has launched a Municipal Marketing Initiative to enhance the City's regional, national, and international profile and to generate revenue for the City. To advance this Initiative, the City seeks Ideas and Information from qualified Vendors to market City assets to entities interested in short- and long-term commercial relationships with the City.

Using private organizations, the City intends to match the City's assets, programs, and priorities to and with the marketing objectives of private-sector partners and other public-sector partners.

The Vendor must have relevant, successful experience in outdoor advertising, sponsorships, brand-development, brand-marketing brand-management and/or development of innovative programs and/or "Smart City" technologies and solutions that reflect the City's goal of financial benefit while protecting the image of the City. The respondent also must have ongoing successful relationships with marketers, sponsors, brands and/or Smart City innovation that can be cross-marketed profitably with City assets and the City brand. Finally, your firm must have favorable experience serving large public-sector and/or large private-sector entities with multiple stakeholders.

The City is seeking out Vendor s which will have several related responsibilities:

- Advertising
- Marketing
- Sponsorship
- Smart City innovations

Advertising on City assets will be subject to the restrictions contained in **Attachment D, Advertising Standards.**

City Assets available for Municipal Marketing Opportunities may include:

Waste receptacles – Existing recycling and waste bins
Divvy Bike Program – Includes title sponsorships, overall program, stations, bikes and other ideas
City Buildings including Chicago Public Libraries
City Owned Land
Chicago Pedway
Chicago Riverwalk
Street Light Poles
Ad Benches
City Fleet
People Plazas

See Attachment F “City Assets” for more details about existing assets.

Revenue generated from the Municipal Marketing program is designated to maintaining and repairing roads and city infrastructure. The revenues generated from any new opportunity would be entirely new revenue for the City and would potentially fund pressing city issues, such as, but not limited to, additional city infrastructure repairs, additional police officers, technological improvements, youth employment and after school programs, etc. In some cases, sponsorship opportunities and funds would need to be reinvested into specific programs depending on the original source for the program.

Current Assets Available for Municipal Marketing Opportunities are:

1. Waste / Recycling receptacles (current and future)

The City currently markets space through a Municipal Marketing vendor on existing Big Belly Solar Recycling kiosks. If you have new ideas regarding the marketing of this space, recycling bins and/or future waste / recycling receptacles in the public way, please include your strategy along with projected revenue associated with the opportunity such as advertising sales, sponsorship or other ideas. The City's current inventory of waste receptacles includes:

- a. Big Belly – 349 Bins
- b. City of Chicago Blue Recycling bins – Approximately 600,000
- c. Other bins to be used for refuse in the future

2. Divvy Bike Program

The Divvy bike share program has been in operation since June 2013. The City through its current municipal marketing vendor markets space available on the ad panels, systems stations and bikes. The City welcomes your revenue generating and Smart City innovation ideas as for this asset. Current opportunities available for municipal marketing in 2018 include but are limited to:

- a. Stations – 558
- b. Bikes – 5,600
- c. Other marketing/sponsor worthy components of the Divvy Bike Program
 - i. Title and subordinate sponsorships
 - ii. Cell service
 - iii. Official payment system sponsor
 - iv. Short and long term special event promotion opportunities
 - v. Individual Station sponsors
 - vi. Donation of new stations
 - vii. Title and subordinate sponsorships
 - viii. Kiosks
 - ix. Docking points
 - x. Receipt Tapes

3. City Owned Buildings

The Department of Fleet and Facilities Management "2FM" manages and oversees the operations of 516 City leased and owned facilities of which 427 are identified and available in Attachment F, Exhibit 2. The City welcomes your municipal marketing and Smart City innovations ideas as it relates to the use of these identified City buildings.

4. City owned land

The City of Chicago acting through the Department of Planning and Development "DPD", manages the City's land inventory system. The City welcomes your municipal marketing and Smart City innovations ideas as it relates to the use of City owned land.

https://www.cityofchicago.org/city/en/depts/dcd/supp_info/city-owned_land_inventory.html

5. Chicago Pedway

Chicago's downtown pedestrian way system, the Pedway, lies in the heart of the city. The system of underground tunnels and overhead bridges links more than 40 blocks in the Central Business District, covering roughly five miles.

Used by tens of thousands of pedestrians each day, the Pedway connects to public and private buildings, CTA stations and commuter rail facilities.

The City manages some portions of the pedway which include, the pedway under the Cultural Center, City Hall North to 100 W. Randolph (to but not including the Thompson Center) and City Hall west to 120 N. LaSalle and welcomes your municipal marketing and Smart City innovations ideas as it relates to the use of City managed pedway system.

6. Chicago Riverwalk

The Chicago Riverwalk is a 1.25 mile long path adjacent to the south bank of the Main Branch of the Chicago River. The Chicago Riverwalk is bounded by the south bank seawall, along the Main Branch of the Chicago River to Lower Wacker Drive from the east side of the Lake Shore Driver bridge to the side of the Lake Street bridge including all stairs and ramps from the Riverwalk up to Upper Wacker Drive and includes the plaza spaces at Upper Wacker and Wabash. The Riverwalk runs parallel to Wacker Drive from Lake Street to Lake Shore Drive and numerous locations that will be available for sponsorship opportunities. The City licenses vendors to operate concessions which have grown in popularity each year.

Marketable assets surrounding the Chicago Riverwalk available for sponsorship include:

- Floating gardens in the Jetty
- Water Plaza fountain or entire fountain

- River Theater naming rights of the plaza (ie. Spanish steps brought to you by...)
- River Theater Trees
- Cove Plaza
- Michigan Avenue seating
- Esplanade landscaping
- Upper Wacker and Wabash fountain

7. Street Poles

Street poles line all streets in the City of Chicago and may provide real estate for your marketing and/or Smart City idea & innovations.

8. Ad benches

There are currently 1,386 Benches City wide. The City welcomes ideas on how to maximize revenue and/or replace benches with new marketable furniture.

9. City Fleet

The City's fleet of vehicles is managed by its Department of Fleet and Facilities Management. There are 5,086 vehicles in the City's Fleet. This number excludes Police and Fire Departments, CTA, CHA, City Colleges, Public Building Commission and Chicago Park District.

10. People Plazas

The Department of Transportation has an inventory of 46 plazas citywide that are part of the City's People Plaza program. People Plazas include malls, plazas, and triangles along key locations in the public way offering programming and retail opportunities with public and private partners. These public plazas where Chicagoans gather may present Municipal Marketing and/or Smart City opportunities.

11. City Programs

There are hundreds of City programs that can pose opportunities for sponsorship and/or Smart City innovations.

See City website for Citywide Department Programs. www.cityofchicago.org

Some examples may include:

- Vision Zero – Department of Transportation
www.visionzerochicago.org
Vision Zero is Chicago's initiative to eliminate fatalities and serious injuries from traffic crashes by the year 2026. Sponsorship opportunities include program naming rights/branding, truck sideguards and support for other

programmatic needs.

- City of Chicago's Bicycling Ambassadors
<http://chicagocompletestreets.org/safety/education/>
Since 2001, the [Chicago Department of Transportation \(CDOT\)](#) has promoted safe cycling and walking through the City of Chicago's Safe Routes Ambassadors and Bicycling Ambassadors. The goals of the Ambassadors are safety, encouragement, and education for people walking and biking to, reduce crashes and make Chicago a safer place for active transportation. Multiple programmatic, materials and equipment support and sponsorship opportunities exist within this program.
- Greencorps Chicago
<https://greencorpschicago.org/>
Greencorps Chicago Adult Training Program is the City of Chicago's green industry job training program for individuals with barriers to employment. Participants are provided 6-12 months of diverse learning opportunities in the classroom and in the field in areas such as green infrastructure, ecological restoration, landscaping, tree care, and carpentry. Multiple programmatic, material and equipment support and sponsorship opportunities exist within this program.
- Reading programs at the Chicago Public Library
<https://www.cityofchicago.org/city/en/depts/cpl.html>
- Health and Wellness programs to make Chicago the "Healthiest City in the U.S."
<https://www.cityofchicago.org/city/en/progs/health.html>
- Public Safety initiatives through the Police and Fire Departments include the Office of Emergency Management.
<https://www.cityofchicago.org/city/en/progs/safety.html>
- Environmental and Sustainability initiatives to help make Chicago greener.
<https://www.cityofchicago.org/city/en/progs/env.html>
- City managed educational programs.
<https://www.cityofchicago.org/city/en/progs/edu.html>
- Opportunities in Technology
<https://www.cityofchicago.org/city/en/depts/doi.html>

12. City Website

The City's website (www.cityofchicago.org) is the City's public information and resource portal. It provides information, tools and services for all City

Departments. Recent data regarding site usage shows approximately:

- 1 million users per month
- 1.3 million sessions per month
- 3 million pages viewed per month
- 11 million users in the last year
- 19.9 sessions in the last year
- 41 million pages viewed in the last year

The site includes a catalog of approximately 500 City services that are available to constituents, and many of these services can be processed online. The site provides a wide range of uses such as, paying parking or red light tickets, finding a service, submitting a service request, renewing a business license, searching for jobs, checking the status of business items and filling out applications for various purposes. Please share your ideas and innovations as it relates to advertising opportunities on the City's website.

13. Smart City Innovations

Any of the identified assets in this solicitation are available for Smart City Innovations and Ideas.

14. PC's for Public Use

The City provides approximately 200 PCs Citywide at Public facilities for public use. Locations include Senior Centers, Community Centers and Veteran's facilities. These PCs may present an advertising and/or sponsorship opportunity.

**ATTACHMENT A
EXHIBIT II
REQUIRED INFORMATION**

Each RFI response must contain all of the following documents and must confirm to the following requirements:

Format of RFI Response

RFI responses must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original, 5 duplicate hard copies, 1 electronic copy sent via CD or USB flash drive and 1 PDF copy via email to marketing@cityofchicago.org

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the RFI response must be numbered in a manner so as to be uniquely identified. RFI responses must be clear, concise and well organized.

Required Content of Response

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

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

1. Cover Letter

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFI in accordance with the terms and conditions of any contract awarded pursuant to the RFI. 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.
- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- (iv) Summary of Respondent's commitment to abide by the City's MBE/WBE requirements.
- (v) Include a statement of any objections or comments, to the City of Chicago's Standard Contract Terms and Conditions containing some of the terms that the City requires as stipulated in Attachment E of this RFI.
- (vi) Acknowledge receipt of Addendum issued by the City, if any.

2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their ideas would achieve those objectives. The summary must discuss Respondent's plan for formulating and implementing the Services, approach to project management; strategies, tools and safeguards for ensuring performance of all required Services, equipment, software and firmware considerations; training and on-going support; and any additional factors for the City's consideration. Please provide a clear and concise description of your innovative idea related to Municipal Marketing and/or Smart City Innovations. Provide revenue models related to your proposed idea and how the City would share in these revenues. Please describe the public benefit that your idea will bring to the City of Chicago, its residents and visitors. Elaborate on how your firm will execute its vision on bringing its services to the City.

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

If Respondent proposes that major portions of the work will be performed by different team members, Respondent must provide the required information as described below for each such team member.

Company Profile Information (See Attachment B)

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 all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

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

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

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must, by the same deadline applicable to the Respondent's EDS, execute a separate Economic Disclosure Statement and Affidavit ("EDS") and Appendix A completed by each partner and one in the name of the joint venture.

A. Company References/Client Profile (Attachment C)

Respondent must provide at least 3 references, preferably but not necessarily from a municipality or government agency, related to a contract of similar scope and magnitude as described in this RFI. 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 fax number.
- Description of services provided similar to the services outlined in Section III, Scope of Services of this RFI.
- Nature and extent of Respondent's involvement as the prime Consultant. Identify services, if any, subcontracted, and to what other company.
- Estimated total dollar value of the contract.
- Contract term (Start and Expiration).

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.

B. Capacity to Perform

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's program. Respondent must provide a statement that it has sufficient capacity to take on an assignment with the City and that its current and future commitments will not impair the vendor's ability to deliver results for the City on a timely basis. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

C. 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 RFI 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. Provide copies with the Qualification response submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (DBA & CP) 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: www.cyberdriveillinois.com (<http://www.cyberdriveillinois.com/>).

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

4. Professional Qualifications and Specialized Experience and Local Availability of Key Personnel.

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

- Title and reporting responsibility
- Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- Pertinent areas of expertise and past experience
- Base location (local facility, as applicable)
- Resumes or corporate personnel profiles which describe their overall experience and expertise.
- Experience / Sensitivity to municipal issues.

In addition to resumes, Respondents are asked to provide a detailed description of the roles and responsibilities concerning supervisory and administrative staff. Add any additional other types of staff/personnel whom the Respondent is proposing.

5. Overview of Respondent's Plan for Implementing the Services

Respondent must include a comprehensive and detailed description of the process by which it will provide the Services as described in Section II of this RFI, including facilitating new ideas and strategies to implement City proposed strategic marketing plan initiatives. **Respondents must identify an asset either identified in this RFI or one identified by the Respondent. The respondent may identify one asset or combination of assets in the submittal.**

A. Ideas and Approaches for Implementation of Services

Describe your ideas and approaches for implementation of the Services, including the following information:

1. Prioritize City assets that will be used for purposed of your marketing, advertising, sponsorship or Smart City Innovation.
2. Identify ideas for creative and integrated marketing programs;
3. Identify potential commercial partners for asset-based transactions;
4. Identify how the ideas and approach will gain maximum value for City residents and taxpayers, while preserving the continuity and integrity of the City and its neighborhoods.

5. Identify any changes in law that would be required to implement the ideas and approaches.

B. Organization Chart

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

1. A 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.
2. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

C. Dedicated Resources

1. Describe facilities, equipment, personnel, software/hardware technologies and other resources available for implementing any proposed Services. Identify City resources, if any, required and responsibilities.

2. Staffing Plan

Provide a description of the professional qualifications, specialized experience, and local availability of key personnel assigned to perform the Services.

3. Financial Resources

To the extent required, summarize the financial resources backing the Respondent's proposed Services. If the Respondent proposes to invest in development of assets for the City, detail how such investments would be funded and how the City would benefit from such a program.

6. Minority and Women Business Enterprises Commitment

For purposes of responding to this RFI, there are no defined projects or engagements until after award of a contract so the Respondent must submit as part of its Qualification response a commitment letter on company letterhead addressed to the CPO committing to abide by the City's MBE/WBE goals on a project by project basis. The MBE goals are 25% and the WBE goals are 5%.

A copy of the MBE/WBE Special Conditions is attached to this RFI for reference as **Attachment E**. Respondents are NOT required to provide executed Schedules as part of this RFI process. Executed schedules will be required on a project by project basis. To locate MBE/WBE firms who

are currently certified with the City of Chicago in various areas of specialty, Respondents can search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

7. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is not able to provide audited financial statements, state the reasons in your Qualifications response and provide financial documentation in sufficient detail to enable the City to assess the financial stability of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to include 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.

8. Economic Disclosure Statement and Affidavit (“EDS”) and Appendix A

For purposes of responding to this RFI, Respondents, and any other legal entities that may be required to file an EDS in connection with this RFI, are NOT required to provide an executed EDS and Appendix A with the submission of their Response. Respondents must include the certification page as evidence of filing an online EDS with their response to this RFI. A copy of the EDS and Appendix A are available at https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents: 1) Certificate of Filing printed from online system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.**

9. Legal Actions

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

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

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

10. Insurance

Prior to any contract award, the Consultant will be required to submit evidence of insurance in the amounts specified by the City.

Attachment B

COMPANY PROFILE AND REFERENCES

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

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: Prime Subcontractor/Subconsultant Joint Venture Partner
 Supplier or Other: _____

(7) Number of Years in Business: _____

(8) Total Number of Employees: _____

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

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm's approach to providing marketing, advertising, and/or sponsorship services for the City of Chicago:

(13) Briefly describe your firm's demonstrated experience implementing and managing marketing, advertising, and/or sponsorship services for clients:

Attachment C

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (3) references for whom your company has provided marketing, advertising and/or sponsorship services.

(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 Services/Goals:

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

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

(11) Describe how the clients' 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 for these services?

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

Attachment D Advertising Standards

The City of Chicago ("City") recognizes that there are opportunities to realize revenue to be used for the public benefit through the marketing of City Assets, including the display of advertising and/or promotional materials thereon. Pursuant to the authority granted in Section 2- 32-055 of the Chicago Municipal Code, the Chief Financial Officer ("CFO") of the City of Chicago adopts these rules in relation to the display of advertising and/or promotional materials on certain City Assets.

These rules are intended to:

- identify the types of advertising and/or promotional materials that are eligible for display on City Assets to which these rules apply;
- ensure that the rules for accepting advertising and/or promotional materials for display on certain City Assets are consistently enforced;
- maintain and enhance the City's reputation and public image by avoiding advertising and promotional displays on certain City Assets that are offensive or controversial, or are not consistent with the City's image, policies, values, or mission;
- maximize revenue for the City of Chicago.

In making City Assets available for marketing, including the display of advertising and/or promotional materials, the City is acting to generate revenue and not to create a public forum or a limited public forum for dissemination, debate or discussion of public issues. The display of advertising or promotional materials on City Assets pursuant to said marketing efforts does not imply any City endorsement of any product or service advertised, or messages displayed.

DEFINITIONS:

The term "Assets" has the same meaning as in Section 2-32-055 of the Chicago Municipal Code.

The terms "nudity," "sexual conduct," and "sexual excitement" have the same meanings herein as in 720 ILCS 5/11-21(a) (2011) and as such law may be amended, modified or supplemented.

The term "obscene" has the meaning set forth in 720 ILCS 5/11-20(b) (2011) and as such law may be amended, modified or supplemented.

LIMITATIONS UPON ADVERTISEMENTS AND PROMOTIONAL MATERIALS

Advertisements and/or promotional materials displayed on City Assets pursuant to the authority granted by the Section 2-32-055 of the Chicago Municipal Code shall comply with the following rules.

Advertising or promotional materials displayed on City Assets may not contain material or information that:

1. is false, misleading, or deceptive;
2. is libelous or defamatory;

3. promotes unlawful or illegal products, services or activities;
4. infringes on any copyright, trade or service mark, patent, trade secret or other intellectual property right of any person or entity;
5. implies or declares an endorsement by the City of Chicago of any product, service or activity, except upon the written consent of the City of Chicago;
6. is obscene, pornographic, or sexually-explicit material, including, but not limited to, the depiction of nudity, sexual conduct, or sexual excitement;
7. promotes or depicts tobacco or tobacco-products, or their use, or advertises entities whose business is substantially derived from the sale of tobacco or tobacco products;
8. promotes or depicts alcoholic beverages or the use of alcoholic beverages, or advertises entities whose business is substantially derived from the sale of alcoholic beverages;
9. promotes or appears to promote or depict firearms or their use, or advertises entities whose business is substantially derived from the sale of firearms;
10. supports or opposes a political message, or a public issue or cause;
11. advocates imminent lawlessness or violent action, or contains graphic depictions of violence;
12. supports or opposes a religion or religious denomination, creed, tenet or belief, atheism or agnosticism, or that contains a religious message, symbol or endorsement.

The foregoing rules apply to marketing initiatives undertaken pursuant to Section 2-32-055 of the Chicago Municipal Code for the display of advertising or promotional materials on City Assets that are not public forums. Advertisements and/or promotional materials displayed pursuant to a contract or agreement with the City entered into prior to the effective date of Section 2-32-055 of the Chicago Municipal Code are not affected hereby.

Nothing herein limits the City's right to enter into a sponsorship agreement with any person or entity engaged in the business of manufacturing or selling alcoholic beverages, or an agreement for "pouring rights" or for the sale or distribution of alcoholic beverages on City property or at City events.

RESERVATION OF RIGHTS

The City reserves the right, subject to any contractual obligations, to alter these rules, including the right to set additional limitations on advertising and/or promotional materials that may be displayed on City Assets subject to these rules, or to ban the display of advertising and/or promotional materials thereon entirely.

**Attachment E
M/WBE Special Conditions**



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

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

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

1.1. Policy and Terms

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

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

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

MBE Percentage	WBE Percentage
25%	_____5%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

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

more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

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

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

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

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

1.2. Definitions

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

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

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

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

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

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

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

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

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

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

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

business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

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

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

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

1.3. Joint Ventures

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

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

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

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

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

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

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

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

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

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

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in

MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:

- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

1.5.1. Direct / Indirect Participation

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

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

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

OR

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

1.5.2. Assist Agency Participation in waiver/reduction requests

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

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides

the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

1.5.3.Impracticability

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

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

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

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

1.6. Procedure to Determine Bid Compliance

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

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

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for

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

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

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

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

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 1.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule

D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depend upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform 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.

(5) Application for Approval of Mentor Protégé Agreement

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

1.7. Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City

of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

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

1.8. Changes to Compliance Plan

1.8.1. Permissible Basis for Change Required

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

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

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

1.8.2. Procedure for Requesting Approval

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

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

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

1.9. Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the 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 attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. Equal Employment Opportunity

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

1.12. Attachments and Schedules

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

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

Attachment A – Assist Agency List



CITY OF CHICAGO ASSIST AGENCY LIST

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

<p>51st Street Business Association 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: alexisbivensltd@yahoo.com 51stStreetWeekly.com</p>	<p>Asian American Business Expo 207 E. Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p>
<p>Asian American Institute 4753 N. Broadway St. Suite 502 Chicago, IL 60640 Phone: 773-271-0899 Fax: 773-271-1982 Email: kfernicola@aaichicago.org Web: www.aaichicago.org</p>	<p>Association of Asian Construction Enterprises 4100 S. Emerald Chicago, IL 60609 Phone: 847-525-9693 Email: nakmancorp@aol.com</p>
<p>Austin African American Business Networking Association 5820 W. Chicago Avenue Chicago, IL 60651 Phone: 708-642-5342 Email: aaabna@yahoo.com Website: aaabna.org</p>	<p>Black Contractors United 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-275-4622 Fax: 708-389-5735 Email: bcunewera@att.net Email: mckinnie@blackcontractorsunited.com Web: www.blackcontractorsunited.com</p>
<p>Chatham Business Association Small Business Development, Inc. 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-994-9871 Email: melindakelly@cbaworks.org Web: www.cbaworks.org</p>	<p>Chicago Area Gay & Lesbian Chamber of Commerce 3179 N. Clark St. Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: info@glchamber.org Web: www.glchamber.org</p>
<p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-8880 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org</p>	<p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-285-5800 Fax: 773-285-7772 Email: president@thechicagourbanleague.org Web: www.cul-chicago.org</p>
<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: cwitinfo@cwit2.org Web: www.chicagowomenintrades.org</p>	<p>Cosmopolitan Chamber of Commerce 30 E. Adams Suite 1050 Chicago, IL 60603 Phone: 312-499-0611 Fax: 312-701-0095 Email: info@cosmochamber.com Web: www.cosmochamber.org</p>
<p>Contractor Advisors Business Development 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: sfstantley@contractoradvisors.us Web: www.contractoradvisors.us</p>	<p>Eighteenth Street Development Corporation 1843 S. Carpenter Chicago, IL 60608 Phone: 312-733-2287 Email: aesparza@eighteenthstreet.org Web: www.eighteenthstreet.org</p>
<p>Far South Community Development Corp 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Email: nikeshafarsouth.org Web: www.farsouthcdc.org</p>	<p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: 312-360-1122 Fax: 312-360-0239 Email: fwcchicago@aol.com Web: www.fwcchicago.com</p>

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<p>Greater Englewood Community Development Corp. 6957 S. Halsted Chicago, IL 60621 Phone: 773-891-1310 Email: afulton@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org</p>	<p>Greater Pilsen Economic Development Assoc. 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: contact@greaterpilsen.org Web: www.greaterpilsen.org</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: LClarkeHalstedChamber@gmail.com Web: www.greaterfarsouthhalstedchamber.org</p>	<p>Hispanic American Construction Industry Association (HACIA) 650 W. Lake St. Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: info@haciaworks.org Web: www.haciaworks.org</p>
<p>Illinois Hispanic Chamber of Commerce 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Fax: 312-425-9510 Email: oduque@ihccbusiness.net Web: www.ihccbusiness.net</p>	<p>Illinois Black Chamber of Commerce 331 Fulton Street Suite 530 Chicago, Illinois 60602 Phone: 309-740-4430 Email: LarryIvory@IllinoisBlackChamber.org Web: www.illinoisblackchamberofcommerce.org</p>
<p>National Association of Women Business Owners 3332 W. Foster #121 Chicago, IL 60625 Phone: 312-224-2605 Fax: 847-679-6291 Email: info@nawbochicago.org Web: www.nawbochicago.org</p>	<p>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</p>
<p>National Black Wall Street Chicago 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-268-6908 Email: marksallen2800@aol.com Web: www.nationalblackwallstreetchicago.org</p>	<p>National Organization of Minority Engineers 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-425-9560 Fax: 312-425-9564 Email: shandy@infrastructure-eng.com Web: www.norneonline.org</p>
<p>Rainbow/PUSH Coalition International Trade Bureau 930 E. 50th Street Chicago, IL 60615 Phone: 773-373-3366 Fax: 773-373-3571 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org</p>	<p>South Shore Chamber, Incorporated Black United Funds Bldg. 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: sshorechamber@sbcglobal.net Web: www.southshorechamberinc.org</p>
<p>The Monroe Foundation 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Fax: 708-449-1976 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org</p>	<p>The Resurrection Project 1818 S. Paulina Street Chicago, IL 60608 Phone: 312-666-1323 Email: asoto@resurrectionproject.org Web: www.resurrectionproject.org</p>
<p>US Minority Contractors Association, Inc. 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-852-5010 Fax: 847-382-1787 Email: larry.bullock@usminoritycontractors.org Web: USMinorityContractors.org</p>	<p>Women's Business Development Center 8 S. Michigan Ave., Suite 400 Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org</p>
<p>Women Construction Owners & Executives (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Fax: 708-366-5418 Email: mkm@mkmsservices.com Web: www.wcoeusa.org</p>	

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

On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____

II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____

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

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

VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

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

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

Attachment F

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**THE CITY OF CHICAGO
DEPARTMENT OF _____**

AND



(SUBJECT MATTER OF AGREEMENT)

**RAHM EMANUEL
MAYOR**

PROFESSIONAL SERVICES AGREEMENT

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EXHIBIT 2	SCHEDULE OF COMPENSATION
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EXHIBIT 4	ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
EXHIBIT 5	INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 6	LIST OF KEY PERSONNEL
EXHIBIT 7	PROVISIONS REQUIRED IF FEDERAL FUNDS ARE INVOLVED

AGREEMENT

This Agreement is entered into as of the _____ day of _____, _____ ("Effective Date") by and between _____, a _____ corporation ("**Contractor**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of _____ ("**City**"), at Chicago, Illinois. The City and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

1.1 Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 9.3 of this Agreement before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"Agreement" or **"Contract"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

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

"Commissioner" means the Executive Director of the Department of _____, and any representative authorized in writing to act on the Commissioner's behalf.

"Department" means the City of Chicago Office of _____.

"Services" means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

1.2 Interpretation

(a) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

1.3 Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation

Exhibit 3	Special Conditions Regarding MBE/WBE Commitment and MBE/WBE Compliance Plan
Exhibit 4	Economic Disclosure Statement and Affidavit
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	List of Key Personnel
Exhibit 7	Provisions Required If Federal Funds Are Involved

ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

2.1 Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 2.3. The Services that Contractor must provide are described in Exhibit 1, Scope of Services and Time Limits for Performance.

2.2 Deliverables

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

2.3 Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and

confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. **Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.**

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 8.1 (b)(ii) regarding failure to comply with licensure requirements.

2.4 Personnel

(a) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

(b) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 2.4(b). The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 7.

(c) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 2.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

2.5 Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago (“**Municipal Code**”), §2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Contractor's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

2.6 Insurance

Contractor must provide and maintain at Contractor's own expense, during the term of this Agreement and any time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

2.7 Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's

promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "**Losses**" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

2.8 Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, as further described in Section 2.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any

Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 2.7.

2.9 Copyright Ownership

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that on the date of transfer Contractor is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Contractor further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Contractor warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

2.10 Records and Audits

(a) Records

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement (or, 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Contractor's obligations under Exhibit 6 and the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j)), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with Article 10.

In addition to the records to be stored by Contractor, all records that are possessed by Contractor in its service to the City to perform a governmental function are public records of the City 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.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within six years after the Agreement ends, in connection with the goods, work, or Services provided under

this Agreement. Each calendar year or partial calendar year is considered an “audited period.” If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

C. If the audit reveals that the Contractor was not paid the full amount required under the Agreement, the City will pay to the Contractor the sum equal to the amount of the deficiency.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under Section 8.1 of this Agreement, and Contractor will be liable for all of the City’s costs of collection, including any court costs and attorneys’ fees.

2.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative

agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

2.12 Assignments and Subcontracts

(a) Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Department, including approvals for the use of any Subcontractors, operate to relieve Contractor of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Department. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under this Agreement.

(c) Contractor, upon entering into any agreement with a Subcontractor, must furnish upon request of the Department a copy of its agreement. Contractor must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this Agreement and are subject to the approval of the Department. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Contractor must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Department. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under this Agreement, without such prior written approval, has no effect upon the City.

(e) The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

2.13 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms,

Contractor must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

ARTICLE 3. DURATION OF AGREEMENT

3.1 Term of Performance

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 4.4 or Article 8, for [REDACTED] years, as that date may be extended under Section 3.3.

The City will establish the start and expiration dates at the time of formal award and release of the contract.

3.2 Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the time limits required under any request for services pursuant to the provisions of Section 2.1 and Exhibit 1. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

3.3 Agreement Extension Option

The Commissioner may at any time before this Agreement expires elect to extend this Agreement for up to [REDACTED] years, under the same terms and conditions as this original Agreement, or until a new Agreement is established, by notice in writing to Contractor.

ARTICLE 4. COMPENSATION

4.1 Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

4.2 Method of Payment

Contractor must submit monthly invoices (in triplicate) to the City for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

4.3 Funding

The source of funds for payments under this Agreement is Fund number _____. Payments under this Agreement must not exceed \$ _____ without a written amendment in accordance with Section 9.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

4.4 Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor except that no payments will be made or due to Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

ARTICLE 5. DISPUTES

5.1 Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and

- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

The decision of the Commissioner is final and binding. The sole and exclusive remedy to challenge the decision of the Commissioner is judicial review by means of a common law writ of certiorari.

ARTICLE 6. COMPLIANCE WITH ALL LAWS

6.1 Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Contractor agrees that Contractor's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

6.2 Nondiscrimination

(a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is

federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in Exhibit 8.

(i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §621-34; Rehabilitation Act of 1973, 29 U.S.C. §793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code §750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) Subcontractors

Contractor must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

6.3 Inspector General

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

6.4 MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

6.5 Business Relationships with Elected Officials

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably

expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC § 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

6.6 Wages

Contractor must pay the highest of (1) minimum wage specified by Mayoral Executive Order 2014-1; (2) "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

(a) Minimum Wage, Mayoral Executive Order 2014-1

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at:

<http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this Agreement was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of July 1, 2016, the Minimum Wage to be paid pursuant to the Order is \$13.15 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors' operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to

be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to MCC Sect. 2-92-610 is required for work or services done under this Agreement, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

(b) Chicago "Living Wage" Ordinance

(i) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(A) If Contractor has 25 or more full-time employees, and

(B) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(C) Contractor must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(ii) Contractor's obligation to pay, and to ensure payment of, the Base Wage will

begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(iii) As of July 1, 2016, the Base Wage is \$12.15 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(iv) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Commissioner demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(v) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

6.7 Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's

violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

6.8 Prohibition on Certain Contributions

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

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

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

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

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

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

For purposes of this provision:

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

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

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

6.9 Firms Owned or Operated by Individuals with Disabilities

The City encourages consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

6.10 Ineligibility to do Business with City

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Commissioner. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

6.11 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt Activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of §1-23-020 of the Municipal Code. Knowing failure to

make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

6.12 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 7. SPECIAL CONDITIONS

7.1 Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

(a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of §2-92-320 of the Municipal Code , and in connection with it,

and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.2 and 8.3 of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

7.2 Ethics

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code .

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

7.3 Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed

by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

7.4 Business Documents

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

7.5 Conflicts of Interest

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this Section 7.5 as "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict

with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. §1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

7.6 Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

7.7 EDS / Certification Regarding Suspension and Debarment

Contractor certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

8.1 Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

- (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
- (iii) Failure to timely perform the Services;
- (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
- (vii) Failure to comply with Section 6.1 in the performance of the Agreement;
- (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
- (ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
- (x) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Commissioner (when such prior approval is permissible by law), which approval the Commissioner will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Commissioner, it indicates a willful or reckless disregard for City laws and regulations.

8.2 Remedies

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Commissioner may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of

time must not exceed 30 days unless extended by the Commissioner. Whether to declare Contractor in default is within the sole discretion of the Commissioner and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Commissioner will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Commissioner gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Commissioner decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Contractor under this Section 8.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Commissioner considers it to be in the City's best interests, the Commissioner may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

8.3 Early Termination

(a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

8.4 Suspension

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Commissioner and such equitable extension of time as may be mutually agreed upon by the Commissioner and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

8.5 Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under Section 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

ARTICLE 9. GENERAL CONDITIONS

9.1 Entire Agreement

(a) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing

this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

9.2 Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

9.3 Amendments

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Commissioner or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

9.4 Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

9.5 Severability

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

9.6 Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

9.7 Cooperation

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration. Following termination or expiration of this Agreement, rights and obligations that by their nature should survive or which this Agreement expressly states will survive will remain in full force and effect.

9.8 Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

9.9 Independent Contractor

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

(c)(i) The City is subject to the June 16, 2014 the “City of Chicago Hiring Plan” (the “2014 City Hiring Plan”) entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(iii) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s

political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

(d) The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

ARTICLE 10. NOTICES

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: _____

Chicago, Illinois 60602
Attention: Executive Director

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to:

Department of Law
Room 600, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Contractor: _____

Attention:_____

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 11. AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]

SIGNATURE PAGE(S)
SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: _____
Executive Director, Department

CONTRACTOR¹

By: _____

Its: _____

Attest: _____

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).

(Signature of Notary Public)

Seal:

¹If Contractor is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.

EXHIBIT 1
SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

EXHIBIT 2
SCHEDULE OF COMPENSATION

EXHIBIT 3
SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT
AND MBE/WBE COMPLIANCE PLAN

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

Policy and Terms

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

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

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

MBE Percentage	WBE Percentage
_____ %	_____ %

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

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

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

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 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 mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

Definitions

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

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

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

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

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

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

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

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

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

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

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

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

"Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect

MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

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

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

"Minority Owned Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

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

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

"Women Owned Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

Joint Ventures

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

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

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

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

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

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

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

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

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

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

Counting MBE/WBE Participation Toward the Contract Specific Goals

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

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:

- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Regulations Governing Reductions to or Waiver of MBE/WBE Goals

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

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

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

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than

fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and

- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

Direct Participation

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

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

- 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; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

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

Assist Agency Participation in waiver/reduction requests

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

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

Impracticability

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

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

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

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

Procedure to Determine Bid Compliance

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

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

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

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

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

(2) Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

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

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

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

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

(5) Application for Approval of Mentor Protégé Agreement

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

Reporting Requirements During the Term of the Contract

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

Changes to Compliance Plan

Permissible Basis for Change Required

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

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

- j) Unavailability after receipt of reasonable notice to proceed;
- k) Failure of performance;
- l) Financial incapacity;
- m) Refusal by the subcontractor to honor the bid or proposal price or scope;
- n) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- o) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- p) The subcontractor's withdrawal of its bid or proposal; or
- q) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- r) Termination of a Mentor Protégé Agreement.

Procedure for Requesting Approval

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

- f) 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.
- g) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- h) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- i) 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.
- j) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

Non-Compliance and Damages

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or

in equity: (1) failure to demonstrate Good Faith Efforts, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

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

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

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

Arbitration

- e) 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.
- f) 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.
- g) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- h) 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.

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.

Attachments and Schedules

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

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

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

Attachment A – Assist Agency List (Rev. Sept 2016)

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

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>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</p>
<p>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</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: valerie@blackcontractorsunited.com Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: grodriguez@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>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</p>	<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: 773-942-1444 Fax: 312-942-1599 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>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>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>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@ihccbusiness.net Web: www.ihccbusiness.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: LarryIvory@IllinoisBlackChamber.org / vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.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 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>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>South Shore Chamber, Inc. * 1750 E. 71st Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: twertz@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes 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: 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>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 - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead - SEND TO THE ASSIST AGENCIES - DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {Specification Number}
Project Description: {PROJECT DESCRIPTION}

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

Dear _____:

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

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

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

Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

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

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

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

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

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

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

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

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

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

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

On this _____ day of _____, 20____, the above-signed officers

_____ (names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

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

Phone Number: _____
Dollar Value of Participation \$ _____
Percentage of Participation % _____
Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: ____%
Total Participation % _____

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

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

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

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

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

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

(Name- Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

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

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 4
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

ATTACH CONTRACTOR'S COMPLETED EDS HERE.

EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE

ATTACH INSURANCE REQUIREMENTS FROM RISK MANAGEMENT AND COMPLETED
CERTIFICATE OF INSURANCE HERE.

EXHIBIT 6
LIST OF KEY PERSONNEL

Name/Title:

EXHIBIT 7
PROVISIONS REQUIRED IF FEDERAL FUNDS ARE INVOLVED

Attachment G

Exhibits I-7 City Assets

- Exhibit 1** Divvy Bike Program
- Exhibit 2** City Owned Facilities
- Exhibit 3** City Owned Land
- Exhibit 4** Chicago Riverwalk
- Exhibit 5** City Fleet (by category)
- Exhibit 6** People Plazas (Examples and Locations)
- Exhibit 7** City Website

EXHIBIT 1

**Divvy Bike Program
Stations available for advertising and sponsorship**



EXHIBIT 1

**Divvy Bike Program
Specifications for Advertising Panels**

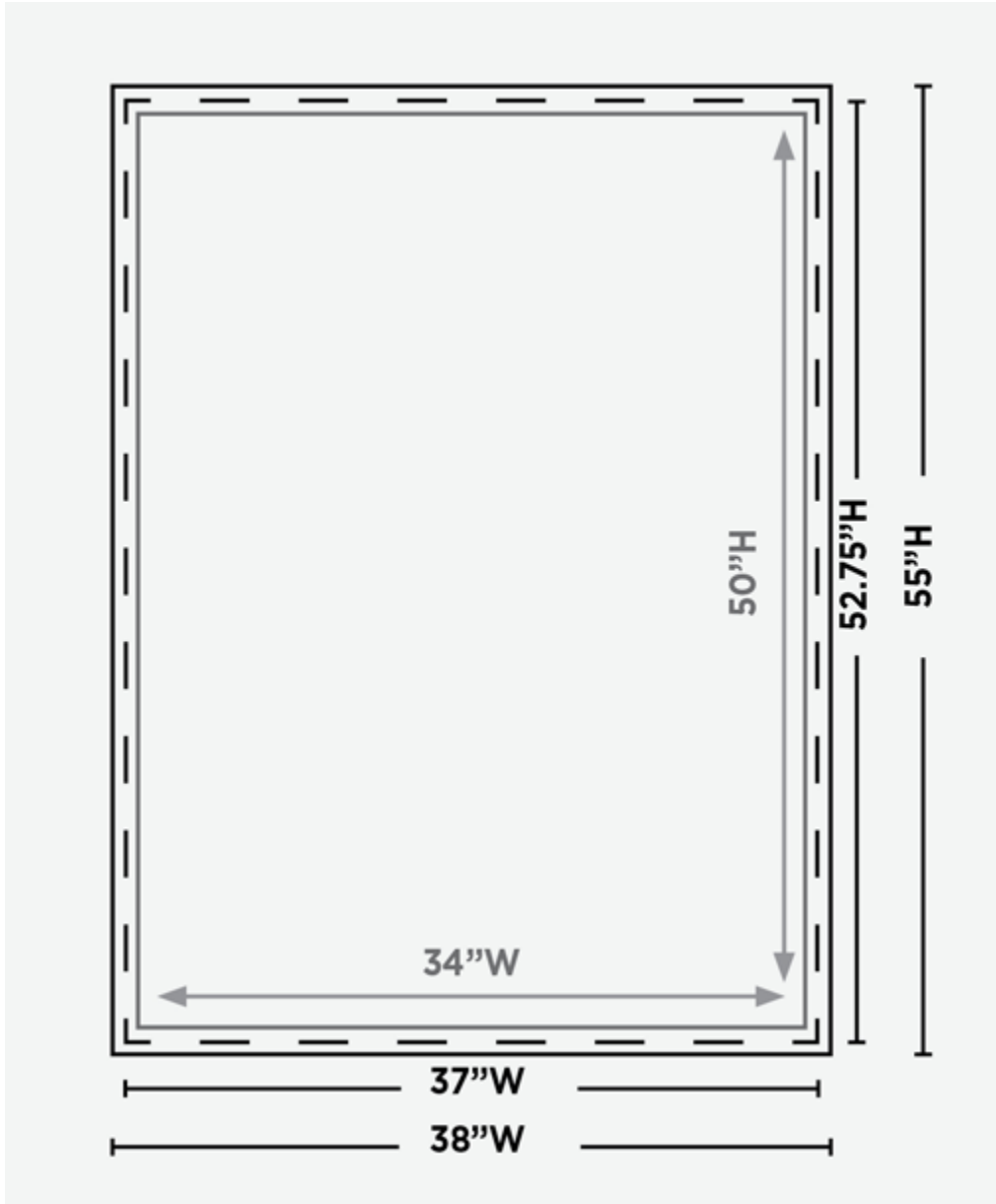


EXHIBIT 1
Divvy Bike Program
Specifications for Advertising

Size:

Live area: 52.75"H x 37"W
Safety area: 50"H x 34"W
Final Trim: 55"H x 38"W

Special Instructions:

- Copy must be produced in one section.
- Copy bleeds to edge on all four sides.
- Screen-print, offset lithography or digital technology.

Substrate:

- .015 Translucent Styrene
- Laminated paper posters are unacceptable.
- At least 10% overage per creative per 4 weeks is required

Inks:

- Inks must be weatherproof/waterproof with sufficient UV protection.

Mechanical Sizes:

- Document Trim - 55"H x 38"W
- 300dpi image resolution at above mechanical size
- Mechanical scaled 1" to 1'
- All art bleeds, any live fonts or images used in the file must be provided.

EXHIBIT 1

**Divvy Bike Program
Sample Station Photos**



EXHIBIT 1

**Divvy Bike Program
Sample Bike Photo**



EXHIBIT 1

Divvy Bike Program
Station Sponsorship (one pager)

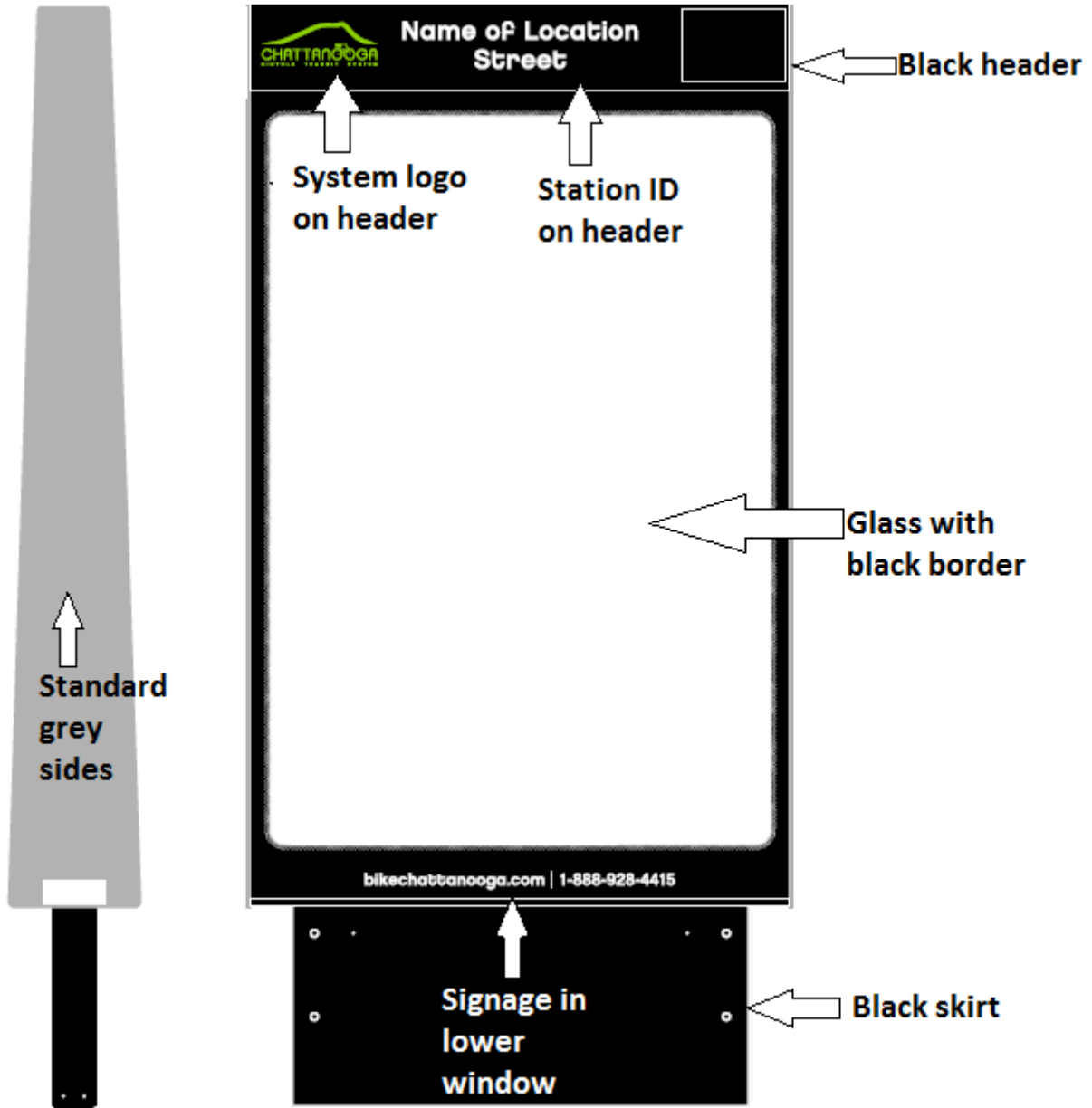


EXHIBIT 1

Divvy Bike Program
Station Header with Sponsor



EXHIBIT 1

Divvy Bike Program Station Sponsor Logo Placement

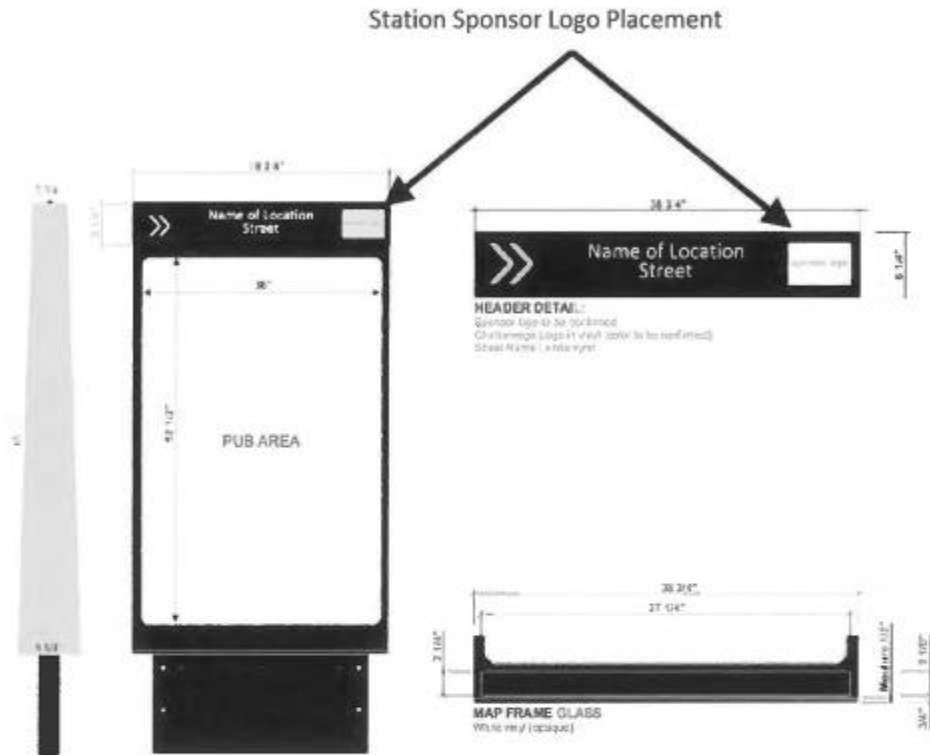


EXHIBIT 1

Divvy Bike Program
Station Sponsor Image

Map Frame

STANDARD ELEMENTS

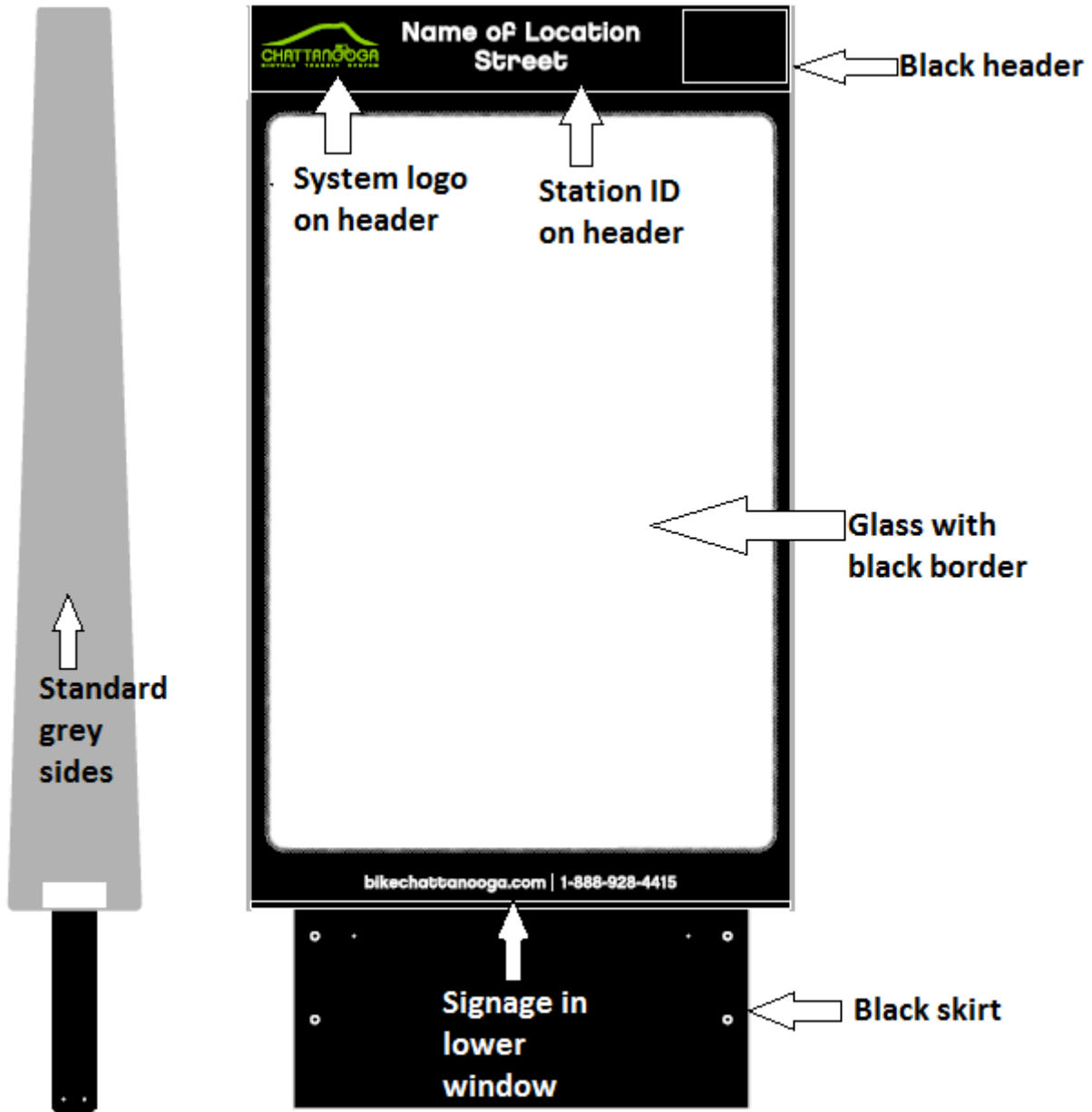


EXHIBIT 2
City Owned Facilities

	Address	Building name	Facility type	Ward	Square feet	Year built
1	10 N. Leavitt Ave.	Fire Engine Company 26	Fire Station	27	12,689	1975
2	10 S. Kedzie Ave.	Garfield Center	Community Center	28	62,660	1971
3	100 E. Riverwalk South	Riverwalk Michigan to Wabash	Riverwalk	42	5,258	2001
4	1000 E. 73rd St.	Greater Grand Crossing Library	Library	5	8,880	2011
5	10000 W. Higgins Rd.	Fire Engine Company 9 - District 7 (OHare)	Fire Station	0	-	1986
6	10000 W. Montrose Dr.	OHare Fuel Facility FS007	Fuel Station	41	250,000	
7	10000 W. Montrose Dr.#2	OHare Fleet Maintenance	Maintenance Garage	41		
8	101 E. 79th St.	Fire Engine Company 122	Fire Station	6	7,364	1975
9	1010 S. Clinton St.	Fire Prevention Building	Fire Facility	25	7,840	1950
10	10101 S. Stony Island Ave	101st and Stony Island Fuel Facility	Fuel Station	10		
11	10101 S. Stony Island Ave	Vacant DSS South Operations	Office	10		
12	10101 S. Stony Island Ave.	101st and Stony Island Fleet Maintenance Facility	Maintenance Garage	10	39,000	
13	10101 S. Stony Island Ave.	101st and Stony Island Salt Dome	Salt Dome	10	99,632	
14	10300 S. Doty Ave.	Auto Pound No. 2 and No. 3	Auto Pound	10	1,916,640	
15	1040 W. 95th St.	South District Storage Yard	Warehouse/Garage	21	28,712	

16	10400 S. Harvard Ave.	Radio Tower Environmental Storage Room	Communications Tower	34	200	
17	10400 S. Vincennes Ave.	Fire Hook And Ladder 24	Fire Station	34	4,091	1910
18	10412 S. Vincennes Ave.	Zone 9 Transmitter Station	Communications Tower	34	600	1980
19	10420 S. Vincennes Ave.	Fuel Facility FS008	Fuel Station	34	1,000	1999
20	1044 N. Orleans St.	Fire Dept - Air Mask and Safety	Fire Facility	27	12,000	1925
21	10458 S. Hoxie Ave.	Fire Engine Company 81 - District 6	Fire Station	10	10,590	1927
22	105 W. Riverwalk South	Riverwalk Clark to LaSalle	Riverwalk	42	-	2015
23	10615 S. Ewing Ave.	Fire Engine Company 74	Fire Station	10	3,433	1927
24	11 W. Riverwalk South	Riverwalk State to Dearborn	Riverwalk	42	1,750	2015
25	11001 S. Indiana Ave.	Pullman Library	Library	9	11,013	1927
26	1101 S. California Ave.	Fire Engine Company 107	Fire Station	28	13,025	1971
27	11010 S. Kedzie Ave.	Mount Greenwood Library	Library	19	12,700	1991
28	11035 S. Homewood Ave.	Fire Engine Company 120	Fire Station	19	5,463	1915
29	11071 S. Hoyne Ave.	Walker Library	Library	19	11,900	1890
30	1125 N. Ashland Ave.	Fire Engine Company 30	Fire Station	2	5,514	1880
31	1129 W. Chicago Ave.	Fire Engine Company 14	Fire Station	27	10,830	1962
32	1130 W. Lawrence Ave	Department of Finance Parking Lot No. 7	Pay Lot	46	33,850	
33	1140 W. 79th St.	Auburn Gresham Community C.	Community Center	17	8,828	2001

34	115 S. Pulaski Rd.	Legler Library	Library	28	20,000	1920
35	1150 E. 55th St.	Fire Engine Company 60	Fire Station	5	17,654	1963
36	1150 N. North Branch St.	32nd and 42nd Ward Yard	Ward Yard	27	11,000	1950
37	1150B N. North Branch St.	Hazardous Waste Recycling Center	Office/Warehouse	27	24,000	
38	1160 N. Larrabee St.	18th District Police Station	Police Station	27	47,768	2001
39	11615 S. Indiana Ave.	Area South Police Operations	Police Facility	9	7,500	1920
40	11659 S. Avenue O Ave.	Fire Engine Company 104	Fire Station	10	9,000	1971
41	11940 S. Peoria St.	Fire Engine Company 115	Fire Station	34	6,495	1907
42	11958 S. State St.	Fire Engine Company 75	Fire Station	9	4,900	1928
43	1200 W. Wilson Ave.	Fire Engine Company 83	Fire Station	46	10,375	1969
44	12000 S. Peoria Ave.	Salt Dome and Trailer	Salt Dome	34	25,000	2005
45	12130 S. Green St.	Vacant Industrial Building	Vacant Warehouse	34		
46	1217 N. Bosworth Ave.	Department of Finance Parking Lot No. 39	Pay Lot	2	27,730	
47	1226 W. Ainslie St.	Bezazian Library	Library	46	14,125	1956
48	1244 N. Western Ave.	Fire Engine Company 57	Fire Station	26	7,530	1974
49	12701 S. Doty Ave.	Fire Engine Company 80	Fire Station	10	14,969	1964
50	1300 W. Jackson Blvd.	Police Training Academy	Police Facility	27	180,000	1975
51	1320 W. Concord Pl.	43rd Ward Yard	Ward Yard	2	4,000	
52	13359 S. Burley Ave.	Fire Engine Company 97	Fire Station	10	3,522	1927

53	1338 S. Clinton St.	Fire Academy - South	Fire Facility	11	35,600	1989
54	1345 W. 103rd St.	Fleet Maintenance Facility	Maintenance Garage	34		
55	1345 W. Madison St.	OEMC Garage	Garage	27	15,800	1985
56	1350 W. 89th St.	Brainerd Library	Library	21	8,000	1999
57	136 W. Carroll Ave.	Bat Cave - East	Parking Garage	42	7,000	
58	1360 S. Blue Island Ave.	Fire Engine Company 18	Fire Station	25	15,000	2008
59	1405 E. 62nd Pl.	Vacant EC 63	Vacant Fire Station	20	5,600	
60	1411 W. Madison St.	911 Center	Operations Center	27	161,271	1995
61	1412 S. Blue Island Ave.	12th District Police Station	Police Station	25	44,000	2012
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63	1438 W. 63rd St.	7th District Police Station	Police Station	16	44,000	2009
64	144 W. Carroll Ave.	Bat Cave - West	Parking Garage	42	7,000	
65	1440 E. 67th St.	Fire Engine Company 63	Fire Station	5	17,501	2003
66	1501 W. Pershing Rd.	CDOT Inhouse Construction	Office/Garage/Warehouse	11	100,000	1975
67	1501 W. School St.	Vacant 44th Ward Yard	Ward Yard	44	3,500	1920
68	1528 S. Loomis St.	1528 S. Loomis St	Garage/Office	28	3,200	
69	1530 W. Barry Ave.	Department of Finance Parking Lot No. 28	Pay Lot	32	17,707	
70	1532 W. Wabansia Ave.	3rd District North Trailer Field Office	Outdoor Storage	32	-	
71	1533 S. Ashland Ave.	CDOT Pole Yard	Outdoor Storage	28	35,000	
72	1533 W. Ogden Ave.	OEMC Parking Lot	Parking Lot	28		

73	1605 N. Troy St.	Humboldt Park Library	Library	26	17,537	1996
74	1618 W. 33rd Pl.	Fire Engine Company 39	Fire Station	12	5,250	1886
75	1619 E. 73rd St.	5th and 6th Ward Yard	Ward Yard	8	1,200	1920
76	163 E. Pearson St.	Visitor Center	Visitor Center	2	15,000	1869
77	1633 W. Medill Ave.	Medill Material Recycling and Resorting Facility	Garage	32	100,000	
78	1635 W. Melrose St.	Department of Finance Parking Lot No. 29	Pay Lot	47	20,237	
79	1659 W. Melrose St.	Lincoln Belmont Library	Library	47	14,000	1999
80	1685 N. Throop St.	North and Throop Fleet Maintenance Facility	Office/Garage	2	420,000	1970
81	1685 N. Throop St.	North and Throop Fuel Facility FS001	Fuel Station	2		
82	1701 N. Milwaukee Ave.	Bucktown/Wicker Park Branch Library	Library	32	14,000	2006
83	1713 S. Ashland Ave.	Lower West Neighborhood Health Center	Health Clinic	25	13,968	1976
84	1717 W. Pershing Rd.	DSS Traffic Services and CDOT Construction	Garage	12	38,000	
85	1718 S. State St.	1st District Police Station	Police Station	3	102,300	1999
86	1723 W. Greenleaf Ave.	Vacant EC 102	Vacant Fire Station	49	5,000	
87	1724 W. 95th St.	Fire Engine Company 121	Fire Station	19	15,000	2008
88	1732 W. Byron St.	Police - Security Detail	Police Facility	47	3,740	1905

89	1745 W. 63rd St.	West Englewood Library	Library	15	7,000	2003
90	1747 N. Pulaski Rd.	Fire Engine Company 76	Fire Station	26	11,000	1974
91	1752 W. 95th St.	Department of Finance Parking Lot	Pay Lot	19	15,000	
92	1754 S. Clark St.	Street Operations	Garage	25	21,000	
93	1756 W. 74th St.	15th and 18th Ward Yard	Ward Yard	17	2,925	1965
94	1767 E. 79th St.	Atlas Senior Center	Senior Center	8	22,000	1983
95	1769 W. Pershing Rd.	Pershing Road East Building	Warehouse	12	540,000	1918
96	1805 S. Loomis St.	Rudy Lozano Library	Library	25	18,000	1989
97	1817 S. Pulaski Rd.	24th Ward Yard	Ward Yard	24	6,500	1980
98	1819 W. Pershing Rd.	Pershing Road Center Building	Warehouse	12	540,000	1918
99	1821 S. Indiana Ave.	Clarke House	Museum	3	6,635	1836
100	1827 N. Monticello Ave.	35th Ward Yard	Ward Yard	1	6,100	
101	1835 W. 95th St.	Department of Finance Parking Lot	Pay Lot	19	48,000	
102	1869 W. Pershing Rd.	Pershing Road West Building	Warehouse	12	540,000	1918
103	1900 W. Monterey Ave.	22nd District Police Station	Police Station	19	42,000	2004
104	1901 N. Damen Ave.	Fire Engine Company 35	Fire Station	32	9,731	1973
105	1915 S. Damen Ave.	Fire Engine Company 23	Fire Station	25	10,529	1973
106	1915 W. 35th St.	McKinley Park Library	Library	12	12,800	1994
107	1920 W. Monterey Ave.	Department of Finance Parking Lot	Pay Lot	19	55,000	
108	1944 W. Cullerton St.	25th Ward Yard	Ward Yard	25	3,500	1950

109	1962 W. 95th St.	Beverly Branch Library	Library	19	16,341	2009
110	200 E. 115th St.	Roseland Neighborhood Health Center	Health Clinic	9	21,953	1920
111	200 E. Riverwalk South	Riverwalk Columbus to Michigan	Riverwalk	42		
112	2001-2005 W. Pershing Rd.	Pershing Tower	Vacant Tower	12		1918
113	2019 W. Lawrence Ave.	Levy Senior Center	Senior Center	47	33,000	
114	202 E. Chicago Ave.	Fire Engine Company 98	Fire Station	2	7,070	1902
115	2045 W. Washington St.	2045 W Washington Building	Office	27	42,000	1972
116	207-211 S. Throop	Safe Entry Building	Police Facility	28	3,600	
117	21 W. 59th St.	Fire Engine Company 84	Fire Station	20	16,775	2005
118	2100 S. Wentworth Ave	Chinatown Library	Library	25	16,370	2015
119	2102 W. Ogden Ave.	Central West Community Center	Community Center	28	21,000	1987
120	2111 W. Lexington St.	311 City Services	Operations Center	28	59,000	1990
121	212 W. Cermak Rd.	Fire Engine Company 8	Fire Station	25	7,551	1936
122	2133 W. Lexington St.	West Nile Abatement Center	Offices/Lab	28	66,815	2001
123	2150 N. California Ave.	14th District Police Station	Police Station	1	42,000	1984
124	2160 W. Ogden Ave.	Sachs Clinic	Health Clinic	28	29,172	1969
125	2179 N. Stave St.	Fire Engine Company 43	Fire Station	1	9,844	1916
126	2200 S. Federal St.	Salt Dome	Salt Dome	3	35,000	
127	2214 W. Barry Ave.	Fire Engine Company 56	Fire Station	32	3,879	1936

128	2215 W. 51st St.	Fire Engine Company 123	Fire Station	15	10,496	1974
129	2236 W. 69th St.	Fire Engine Company 101	Fire Station	17	8,612	1971
130	2255 E. 103rd St.	4th District Police Station	Police Station	7	35,000	1981
131	2255 W. 52nd St.	Salt Dome	Salt Dome	16	25,000	
132	2300 W. 52nd St.	Off Road Maintenance Facility/DSS GRID Garbage	Garage/Office	15	72,000	
133	2301 W. Leland Ave.	Department of Finance Parking Lot No.71	Pay Lot	47	12,545	
134	2311 S. Kedzie Ave.	Little Village Branch Library	Library	12	16,300	2011
135	2315 W. Lawrence Ave.	Department of Finance Parking Lot No. 86	Pay Lot	47	12,685	
136	2322 W. Foster Ave.	Fire Engine Company 110	Fire Station	40	7,500	1915
137	2323 N. Natchez Ave.	Fire Engine Company 125	Fire Station	36	9,100	1928
138	2343 S. Kedzie Ave	Fire Engine Company 109	Fire Station	12	14,000	2011
139	2350 W. Ogden Ave.	Taxi Driver Registration Facility	Permitting Center	28	46,583	1930
140	2352 S. Ashland Ave.	Forestry and Rodent Control HQ	Operations Center/Garages	25	78,066	1939
141	2358 S. Whipple St.	Vacant EC 109	Vacant Fire Station	12	8,528	1915
142	2401 E. 100th St.	Jeffrey Manor Library	Library	7	7,000	1997
143	2418 W. Division St.	Westtown Neighborhood Health Center	Health Clinic	26	21,846	1974

144	2451 S. Ashland Ave.	Electricity Division Warehouse/Garage	Shop/Garage/Warehouse	25	130,000	
145	2452 W. Belmont Ave.	Area North Detectives, 19th District Lock-Up	Police Facility	47	94,900	1975
146	2460 W. Cortland St.	Vacant 26th Ward Yard	Vacant Ward Yard	1	3,500	0
147	25 S. Laflin St.	Fire Engine Company 103	Fire Station	27	4,250	1926
148	25 W. 65th St.	65th and State St. Fuel Facility FS009	Fuel Station	20		
149	2505 E. 73rd St.	South Shore Library	Library	7	7,750	1929
150	2505 W. Grand Ave.	1st and 27th Ward Yard	Ward Yard	27	3,802	1970
151	2534 S. Throop St.	Fire Engine Company 28	Fire Station	11	14,291	1964
152	2555 W. Grand Ave.	Salt Pile	Salt Pile	27	-	
153	2579 N. Milwaukee Ave.	Historic Comfort Station	Neighborhood Center	32	1,000	1900
154	259 N. Columbus Dr.	Fire Engine Company 13	Fire Station	42	15,300	1982
155	2630 N. Emmett St.	Department of Finance Parking Lot No. 65	Pay Lot	35	42,462	
156	2708 S. Pulaski Rd.	John Toman Library	Library	22	15,500	1927
157	2714 N. Halsted St.	Fire Engine Company 55	Fire Station	43	15,705	1966
158	2724 W. Cermak Rd.	Vacant Marshall Library	Vacant Library	12		
159	2727 S. Troy St.	Troy Garden	Community Garden	12		
160	2741 S. Western Ave.	David R. Lee Animal Control	Operations Center	25	49,901	1981
161	2817 N. Natoma Ave.	Vacant 36th Ward Yard	Vacant Ward Yard	36	5,000	1955

162	2827 N. Pulaski Rd.	Fire Engine Company 91	Fire Station	30	11,500	1982
163	2849-61 N. Clark St.	Lakeview Health Center	Health Clinic	44	27,796	1950
164	2929 S. Ellis Ave.	Vacant Michael Reese Hospital	Vacant Building	4		
165	2938 E. 89th St.	South Chicago Health Center	Health Clinic	10	18,112	1900
166	300 E. 29th St.	Vacant PD 21	Vacant Police Station	4	11,520	1952
167	3015 W. 31st St.	Fire Supply and Logistics	Fire Facility	12	16,000	
168	3027 E. 93rd St.	Fire Engine Company 46	Fire Station	10	17,973	1932
169	3030 W. Fullerton Ave.	Logan Square Library	Library	32	14,000	2005
170	3042 S. Kedvale Ave.	Fire Engine Company 99	Fire Station	22	5,090	1903
171	3048 E. 130th St.	Hegewisch Library	Library	10	13,000	1991
172	3050 S. Sacramento Ave.	Ambulance Annex	Maintenance Garage	12	24,068	
173	310 W. Division St.	Near North Branch Library	Library	2	13,600	1997
174	3104 N. Narragansett Ave.	West Belmont Library	Library	36	11,000	1971
175	3104 W. Harrison St.	Police Motor Maintenance Garage No. 3	Maintenance Garage	28	29,544	1970
176	3112 W. 111th St.	Fire Engine Company 92	Fire Station	19	5,120	1949
177	3120 N. Greenview Ave.	Department of Finance Parking Lot No. 27	Pay Lot	32	28,482	
178	3120 S. Halsted St.	9th District Police Station	Police Station	11	44,000	2008
179	3124 S. Sacramento Ave.	Bridge Repair Shop and Warehouse	Shop/Warehouse	12	29,970	
180	3143 N. Rockwell Ave.	33rd Ward Yard	Ward Yard	33	5,500	

181	3148 S. Sacramento Ave.	Meter Shop	Shop/Warehouse	12	66,744	
182	3151 W. Harrison St.	11th District Police Station (Area 4)	Police Station	24	85,161	1974
183	3160 N. Milwaukee Ave.	Copernicus Senior Center	Senior Center	30	16,000	1977
184	320 W. Touhy Ave.	Police Canine Training Unit	Trailer	0		
185	3220 S. Halsted St	9th District Police Garage	Parking Garage	11	63,000	2008
186	3245 N. Campbell Ave.	Police Motor Maintenance Garage No. 4	Maintenance Garage	47	25,400	
187	3245 N. Campbell Ave.	Fuel Facility No. FS205	Fuel Station	47		
188	330 W. 104th St.	Fire Engine Company 93	Fire Station	34	6,330	1919
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190	331 S. Plymouth Ct.	Plymouth Garage	Parking Garage	4	23,000	1955
191	3315 W. Ogden Ave.	10th District Police Station	Police Station	24	44,000	2005
192	3340 W. Fillmore St.	Homan Square	Warehouse	24	340,000	
193	3353 W. 13th St.	Fredrick A. Douglass Library	Library	24	8,308	1929
194	3357 W. 55th St.	14th Ward Yard	Ward Yard	14	7,700	
195	34 E. 114th St.	Fire Engine Company 62	Fire Station	9	7,285	1928
196	3400 S. Halsted St.	Richard J. Daley Library	Library	11	11,130	1988
197	3400 S. Lawndale Ave.	22nd Ward Yard	Ward Yard	22	3,520	1920
198	3401 N. Elston Ave.	Fire Engine Company 106 - District 2	Fire Station	33	17,700	1960
199	3401 W. Foster Ave.	Albany Park Library	Library	39	18,347	2014
200	3420 W. 63rd St.	8th District Police Station	Police Station	23	45,000	2006

201	3421 S. Calumet Ave.	Fire Engine Company 19	Fire Station	4	7,683	1956
202	3436 S. Martin Luther King Dr.	Martin Luther King, Jr. Branch Library	Library	4	9,162	1966
203	3448 S. Lawndale Ave.	Signs and Markings Shop	Shop/Garage/Warehouse	22	53,000	1960
204	3451 W. 31st St.	3451 W. 31st St.	Vacant Land	22		
205	35 E. Riverwalk South	Riverwalk Wabash to State	Riverwalk	42	6,113	2005
206	3501 S. Lowe Ave.	Vacant PD 9	Vacant Police Station	11		
207	3509 S. Lowe Ave.	Fire Engine Company 29	Fire Station	11	3,814	1925
208	351 E. Lower Randolph St.	Loop Operations	Operations Center	42	8,000	
209	3510 S. Michigan Ave.	Chicago Public Safety Headquarters	Police and Fire Facility	3	378,000	2000
210	3512 W. Montrose Ave.	Emergency Storage	Garage	35	6,130	
211	3515 W. 63rd St.	Vacant PD 8	Vacant Police Station	23	8,000	
212	3518 S Halsted St	Vacant Romova Theater	Vacant Theater	11	20,000	
213	3525 S. Michigan Ave.	Iron's Health Clinic	Health Clinic	3	10,889	1955
214	3559 S. Maplewood Ave.	12th Ward Yard	Ward Yard	12	5,000	1970
215	356 E. Erie St.	Parking Lot	Parking Lot	42		
216	3637 W. 59th St.	Fire Engine Company 88	Fire Station	23	14,843	2006
217	365 W. Huron St.	Huron Parking Lot	Parking Lot	42		
218	366 E. Huron St.	Parking Lot	Parking Lot	42		
219	366 W. Superior St.	Superior Parking Garage	Parking Garage	42		
220	3710 E. 106th St.	Vodak / Eastside Library	Library	10	14,000	2006
221	3720 W. 55th St.	13th Ward Yard	Ward Yard	23	4,300	2002

222	3746 S. Iron St.	Iron St. Fuel Facility FS004	Fuel Station	11	-	
223	3757 W. 34th St.	Southwest Material Recycling and Resorting Facility	Garage	22	5,500	
224	3801 N. Damen Ave.	Fire Engine Company 112	Fire Station	47	10,000	1978
225	3812 S. Iron St.	Garage	Garage/Office	11	25,000	0
226	3838 W. Wabansia Ave.	North District Yard	Outdoor Storage	26	6,000	
227	3840 N. Lincoln Ave.	Department of Finance Parking Lot No. 87	Pay Lot	47	12,193	
228	3900 S. California Ave.	Juvenile Intervention and Support Facility	Counseling Center	12	19,388	
229	3901 S. Ashland Ave.	Central District Dispatch and Garage	Operations Center	11	50,000	1980
230	3918 N. Harlem Ave.	Fire Engine Company 86	Fire Station	38	7,355	1954
231	3945 W. Peterson Ave.	Fire Engine Company 89	Fire Station	39	7,500	1953
232	3949 W. 16th St.	Fire Engine Company 38	Fire Station	24	17,500	2005
233	3950 S. Honore St.	Fire Warehouse	Warehouse/Garage	12	22,500	
234	400 E. Riverwalk South	Riverwalk Lake Shore to Columbus	Riverwalk	42		
235	400 S. State St.	Harold Washington Library	Library	4	756,640	1991
236	400 W. Superior St.	Central Hearing Facility	Court Rooms/Offices	42	52,550	1998
237	4005 S. Dearborn St.	Vacant EC 16	Vacant Fire Station	3	4,920	1936
238	4005 W. West End Ave.	Fire Engine Company 95	Fire Station	28	12,400	1980

239	4017 N. Tripp Ave.	Fire Engine Company 69	Fire Station	45	4,464	1936
240	4020 W. 63rd St.	West Lawn Library	Library	23	12,000	1986
241	4042 W. 47th St.	Fire Engine Company 34	Fire Station	14	10,270	1967
242	4050 N. Laporte Ave.	Department of Finance Parking Lot No. 49	Pay Lot	45	36,952	
243	4101 W. 79th St.	Scottsdale Library	Library	18	12,500	1966
244	412 N. Kedzie Ave.	Fire Engine Company 44	Fire Station	28	17,180	1981
245	4146-4152 S. Halsted St.	Vacant Stock Yards Bank	Vacant Building	11	30,000	1925
246	417 E. 75th St.	Department of Finance Parking Lot	Pay Lot	6	4,000	
247	419 S. Wells St.	Fire Engine Company 1	Fire Station	25	11,000	1949
248	4201 N. Oak Park Ave.	Salt Pile	Salt Pile	38	87,120	
249	4211 W. Ferdinand St.	28th Ward Yard	Ward Yard	28	2,400	2008
250	4211 W. Ferdinand St.	Salt Pile	Salt Pile	28	2,400	
251	4231 W. Ferdinand St.	NW Fuel Facility FS003	Fuel Station	28	2,400	
252	4233 W. Ferdinand St.	NW Fleet Maintenance	Maintenance Garage	28	50,000	1995
253	4233 W. Ferdinand St.	Garage	Garage	28	2,400	
254	4243 N. Neenah Ave.	38th Ward Yard	Ward Yard	38	16,017	1950
255	4314 S. Archer Ave.	Brighton Park Library	Library	15	11,000	1969
256	4314 S. Cottage Grove Ave.	Martin Luther King Jr. Center	Community Center	4	56,687	1975
257	432 E. Marquette Rd.	Fire Engine Company 47	Fire Station	20	12,520	1975
258	4352 S. Cottage Grove Ave.	4th Ward Yard	Ward Yard	4	3,716	2005
259	4401 S. Ashland Ave.	Fire Engine Company 49	Fire Station	11	6,108	1978

260	441 N. Waller Ave.	Fire Engine Company 96	Fire Station	29	10,428	1940
261	4426 N. Kedzie Ave.	Fire Engine Company 124	Fire Station	33	14,000	1965
262	444 N. Dearborn St.	Fire Prevention Bureau	Fire Facility	42	25,980	1950
263	445 N. Sacramento Ave.	Chicago Center For Green Technology	Classroom/Exhibitions/Office	27	40,000	
264	4455 N. Lincoln Ave.	Sulzer Regional Library	Library	47	83,000	1985
265	4501 N. Lincoln Ave.	Department of Finance Parking Lot No. 48	Pay Lot	47	25,894	
266	4501 N. Marine Dr.	Salt Pile	Salt Pile	46	10,206	
267	4605 W. Lawrence Ave.	39th Ward Yard	Ward Yard	39	3,400	
268	4619 W. Homer St.	Salt Pile	Salt Pile	36	12,500	0
269	4625 N. Milwaukee Ave.	Fire Engine Company 108 - District 3	Fire Station	45	18,430	1981
270	4650 N. Pulaski Rd.	17th District Police Station	Police Station	39	45,000	2005
271	4715 N. Western Ave.	Department of Finance Parking Lot No. 70	Parking Lot	47	21,440	
272	4808 W. Wilson Ave.	Mayfair	Garage/Office/Outdoor Storage	45	64,165	
273	4820 W. Sunnyside Ave.	Fuel Facility FS005	Fuel Station	45	2,000	
274	4830 W. Chicago Ave.	37th Ward Yard	Ward Yard	37	8,000	1980
275	4835 N. Lipps Ave.	Vacant 45th Ward Yard	Vacant Ward Yard	45	11,350	0
276	4856 W. Chicago Ave.	West Chicago Library	Library	37	8,000	2006
277	4900 W. Chicago Ave.	Fire Engine Company 117 - District 4	Fire Station	37	17,100	1980

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279	4911 W. Belmont Ave.	Fire Engine Company 7	Fire Station	31	8,240	1933
280	4921 S. Western Blvd.	Western Avenue Pumping Station	Pumping Station	15	36,520	1926
281	500 E. Lower Wacker Dr.	Central Auto Pound	Auto Pound	42	1,200	
282	5000 S. Union Ave.	Fire Engine Company 50	Fire Station	20	5,001	1938
283	5055 S. Archer Ave.	Archer Heights Library	Library	14	14,832	2000
284	5071 W. Congress Pkwy.	Austin Satellite Senior Center	Senior Center	29	10,130	
285	5101 S. Wentworth Ave.	2nd District Police Station (Area 1)	Police Station	3	98,231	1969
286	5108 W. Belmont Ave.	Portage - Cragin Library	Library	31	12,800	1969
287	5141 N. Milwaukee Ave	16th District Police Station Garage	Parking Garage	45	50,000	2000
288	5150 W. 63rd St.	Midway Fuel Facility FS202	Fuel Station	23		
289	5150 W. 63rd St.	Midway Fleet Maintenance Facility	Maintenance Garage	23		
290	5151 N. Milwaukee Ave.	16th District Police Station	Police Station	45	30,000	2000
291	5200 W. 63rd St.	Fire Engine Company 127 - District 7 (Midway)	Fire Facility	23	19,100	1991
292	5212 W. Harrison St.	Fire Engine Company 113	Fire Station	29	4,588	1955
293	5215 S. Western Blvd	SW Fleet Maintenance Facility	Maintenance Garage	16	52,000	2009
294	5218 S. Western Ave.	Former Fire Engine Company	Fire Museum	15	6,163	1916

295	5219 S. Wentworth Ave.	Police Motor Maintenance Garage No. 1	Maintenance Garage	3	43,500	1969
296	5258 W. Grand Ave.	Fire Engine Company 68	Fire Station	36	10,180	1970
297	53 E. Pershing Rd.	Fire Engine Company 16	Fire Station	3	20,063	2012
298	5301 S. LaSalle St.	Salt Pile	Salt Pile	3	-	
299	5326 N. Bowmanville Ave.	Bureau of Forestry Garage	Garage	40	44,450	1965
300	5331 W. Devon Ave.	Edgebrook Library	Library	39	15,500	2000
301	5333 N. Western Ave.	40th and 47th Ward Yard	Ward Yard	40	3,844	1980
302	5337 N. Western Ave.	Ward Yard Garage	Garage	40	-	1980
303	5343 N. Cumberland Ave.	Fire Engine Company 11	Fire Station	41	11,000	1974
304	5349 S. Wabash Ave.	Former Fire Engine Company 61	Fire Museum	3	5,488	1929
305	5363 W. Lawrence Ave.	Jefferson Park Library	Library	45	11,000	1970
306	5400 N. Lincoln Ave.	20th District Police Station	Police Station	40	42,000	2002
307	5430 W. Gale St.	City Clerk North Side Satellite	Permit Center	45	5,490	
308	5450 N. Lincoln Ave.	20th District Police Station Garage	Parking Garage	40	32,000	
309	548 W. Division St.	Fire Engine Company 4	Fire Station	27	13,571	1960
310	55 W. Illinois St.	Fire Engine Company 42	Fire Station	42	33,072	1968
311	55 W. Riverwalk South	Riverwalk Dearborn to Clark	Riverwalk	42	1,750	2015
312	5555 W. Grand Ave.	25th District Police Station and Area 5 Garage	Police Station	37	109,800	1975

313	5556 S. Central Ave.	23rd Ward Yard	Ward Yard	23	3,550	1950
314	5559 S. Narragansett Ave.	Fire Engine Company 32	Fire Station	13	13,414	1959
315	558 W. De Koven St.	R. J. Quinn Academy	Fire Facility	25	66,285	1961
316	5605 W. Grand Ave.	29th and 30th Ward Yard	Ward Yard	29	9,400	0
317	5615 W. Race Ave.	Austin Library	Library	29	15,035	1928
318	5630 N. Lincoln Ave.	Budlong Woods Library	Library	40	14,000	2003
319	5701 W. Madison St.	15th District Police Station	Police Station	29	45,000	2005
320	5724 W. North Ave.	North Austin Library	Library	29	9,300	1987
321	5758 W. Grace St.	Fire Engine Company 94	Fire Station	38	3,053	1925
322	5801 N. Pulaski Rd. Bldg. A	Wellness Center (Building A)	Health Clinic	39	24,160	1980
323	5801 N. Pulaski Rd. Bldg. B	Gymnastics Center (Building B)	Gym	39	20,525	1912
324	5801 N. Pulaski Rd. Bldg. C	Administration Bldg. (Building C)	Health Clinic/Offices	39	45,400	1912
325	5801 N. Pulaski Rd. Bldg. D	Nature Center (Building D)	Nature Center	39		
326	5801 N. Pulaski Rd. Bldg. F	Chapel Building (Building F)	Church	39	4,800	
327	5801 N. Pulaski Rd. Bldg. H	Senior Apartments (Building H)	Senior Apartment	39		1980
328	5801 N. Pulaski Rd. Bldg. J	Field House (Building J)	Office	39	14,000	1912
329	5801 N. Pulaski Rd. Bldg. K	Boiler Room (Building K)	Boiler Room	39	18,615	1912
330	5801 N. Pulaski Rd. Bldg. L	Garage/Shops (Building L)	Garage/Shops	39		1912
331	5801 N. Pulaski Rd. Bldg. N	Garage/Shops (Building N)	Garage/Shops	39	6,300	1912

332	5801 N. Pulaski Rd. Bldg. S	Guard House (Building S)	Guard House	39	300	1960
333	5853 N. Broadway St.	46th and 48th Ward Yard	Ward Yard	48	9,000	1980
334	5955 S. Ashland Ave.	Fire Engine Company 116 - District 5	Fire Station	16	10,000	1976
335	6 S. Hoyne St.	Mable Manning Library	Library	27	13,000	1994
336	6000 N. Broadway St.	Edgewater Library	Library	48	24,000	2013
337	601 E. 108th St	Vacant Pullman Fire Station	Vacant Fire Station	9	3,300	
338	601 W. 35th St.	Parking Lot	Parking Lot	11	11,866	
339	6030 N. Avondale Ave.	Fire Engine Company 119	Fire Station	41	6,600	1930
340	6030 N. Clark St.	Fire Engine Companies 59 and 70	Fire Station	40	16,000	2008
341	6038 S. Champlain Ave.	Vacant Building	Vacant Building	20		
342	605 W. Armitage Ave.	Fire Engine Company 22	Fire Station	43	10,200	1971
343	6083 N. Northwest Hwy.	Carl B. Roden Library	Library	41	14,000	1968
344	610 W. 35th St.	Parking Lot	Parking Lot	11	9,200	
345	6100 W. Irving Park Rd.	Austin Irving Library	Library	38	15,500	2001
346	611 W. 69th St.	17th Ward Yard	Ward Yard	6	6,000	1950
347	6117 S. Kedzie Ave.	Southwest Senior Center	Senior Center	16	32,000	1965
348	6120 S. Kedzie Ave.	Chicago Lawn Library	Library	23	10,789	1960
349	6145 S. Throop St.	Vacant 16th Ward Yard	Vacant Ward Yard	16	2,750	
350	6151 S. Normal Blvd.	Kelly Library	Library	20	15,000	1910
351	6224 S. St Lawrence Ave.	6224 S. St Lawrence Ave.	Vacant Building	20		

352	6239 N. California Ave.	Fire Engine Company 71	Fire Station	50	3,450	1927
353	627 N. Albany Ave.	Internal Affairs	Police Facility	27	16,065	2007
354	6337 S. Woodlawn Ave.	Woodlawn Behavioral Health Center	Health Clinic	20	13,968	1972
355	6355 S. Wentworth Ave.	Police Unit - Secure Communication Test Point	Communications Tower	20	8,600	1925
356	6359 N. Mannheim Rd.	OHare Auto Pound	Auto Pound	41	640,000	
357	6401 S. Evans Ave.	20th Ward Yard	Ward Yard	20	1,800	1930
358	641 W. 63rd St.	Englewood Health Center	Health Clinic	20	54,931	1972
359	6411 S. Central Ave.	Vacant Fire Station	Vacant Fire Station	13	8,000	1950
360	642 W. 43rd St.	Canaryville Library	Library	11	5,000	2001
361	6420 S. St Lawrence Ave	Vacant Building	Vacant Building	20		
362	6423 W. 63rd Pl.	Clearing Library	Library	23	13,700	1994
363	6424 N. Lehigh Ave.	Fire Engine Company 79	Fire Station	41	8,185	1970
364	6435 N. California Ave.	Northtown Library	Library	50	10,320	1962
365	644 W. Belmont Ave.	John Merlo Library	Library	44	19,000	1942
366	6441 N. Ravenswood Ave.	49th and 50th Ward Yard Garage	Garage	40	63,018	1979
367	6441 N. Ravenswood Ave.	49th and 50th Ward Yards	Ward Yard	40	2,700	1979
368	6445 N. Ravenswood Ave.	Ravenswood Fuel Facility FS002	Fuel Station	40	-	
369	6447 N. Ravenswood Ave.	Garage	Garage	40		
370	6453 W. Higgins Rd.	41st Ward Yard	Ward Yard	45	6,788	1955
371	6464 N. Clark St.	24th District Police Station	Police Station	40	35,025	1977

372	657 W. 63rd St.	Englewood Senior Center	Senior Center	20	10,000	
373						
374	6801 S. Oglesby Ave.	68th Street Pumping Station	Pumping Station	5	31,776	1944
375	6843 S. Harper Ave.	Vacant EC 100	Fire Station	5	5,385	1906
376	6858 S. Indiana Ave.	Vacant EC	Vacant Fire Station	6		
377	6907 N. Clark St.	Rogers Park Library	Library	49	15,500	1999
378	701 N. Sacramento Blvd.	Auto Pound No. 06	Auto Pound	27	1,132,560	
379	7040 S. Cottage Grove Ave.	3rd District Police Station	Police Station	6	38,200	1981
380	7059 S. South Shore Dr.	Mounted Patrol	Horse Stable	5	38,000	1974
381	7101 S. Parnell Ave.	Fire Engine Company 54	Fire Station	6	7,550	1936
382	714 N. Kedzie Ave.	Fire Station	Vacant Fire Station	27	5,320	1938
383	72 E. Randolph St.	72 E. Randolph Offices	Office	42	15,000	
384	727 E. 111th St.	5th District Police Station (Area 2)	Police Station	9	135,000	1980
385	727 E. 111th St.	Police Motor Maintenance Garage No. 2	Maintenance Garage	9		1980
386	731 E. 63rd St.	Bessie Coleman Library	Library	20	13,000	1993
387	7313 S. Kingston Ave.	Fire Engine Company 126	Fire Station	7	9,548	1916
388	733 N. Kedzie Ave	Richard M. Daley Library	Library	27	16,300	2011
389	7340 N. Clark St.	Fire Engine Company 102	Fire Station	49	14,780	2008
390	735 W. Harrison St.	Cermak Pumping Station	Pumping Station	25	35,000	1920
391	740 N. Sedgwick St.	740 N. Sedgwick	Office	42	77,430	1925

392	745 W. Wilson Ave.	Lakeview Pumping Station	Pumping Station	46	15,000	1967
393	7454 W. Balmoral Ave.	Oriole Park Library	Library	41	14,000	2004
394	7455 W. Cornelia Ave.	Dunning Library	Library	38	8,800	2011
395	750 N. Kilbourn Ave.	NW Material Recycling and Restoring Facility	Garage	28	210,000	
396	7506 S. Racine Ave.	Thurgood Marshall Library	Library	17	13,000	1994
397	7521 S. Western Ave.	South District Warehouse	Warehouse	18	15,368	1955
398	7659 S. Pulaski Rd.	Fire Engine Company 64	Fire Station	18	9,066	1970
399	78 E. Washington St.	Chicago Cultural Center	Cultural Center	42	240,000	1897
400	7800 S. Oakley Ave.	CDOT Bureau of Electricity	Garage	18	10,000	1930
401	7808 S. Halsted St.	6th District Police Station	Police Station	17	22,500	1999
402	7901 S. Martin Luther King Jr Dr.	Whitney M. Young, Jr. Library	Library	6	11,000	1973
403	7982 S. South Chicago Ave.	Fire Engine Company 72	Fire Station	8	13,025	1971
404	800 S. Desplaines St.	Maxwell Street Permit Center	Permit Center	25	1,994	2008
405	8026 S. Kedzie Ave.	Fire Engine Company 15	Fire Station	18	10,012	1957
406	806 N. Laramie Ave.	Vacant EC	Vacant Fire Station	37	4,800	
407	812-830 W. Addison St.	19th District Police Station Garage	Parking Garage	44	40,000	2010
408	8148 S. Stony Island Ave.	Avalon Branch Library	Library	8	14,000	2006
409	817 E. 91st St.	Fire Engine Company 82	Fire Station	8	8,563	1916
410	829 W. 120th St.	34th Ward Yard Trailers	Ward Yard	34	2,400	

411	830 W. 119th St.	West Pullman Library	Library	34	14,000	2005
412	8422 S. Kedvale Ave.	Southwest Pumping Station	Pumping Station	18	18,750	1962
413	845 W. Wilson Ave.	Uptown Health Center	Health Clinic	46	38,123	1972
414	850 W. Addison St.	19th District Police Station	Police Station	44	44,000	2010
415	8530 S. Kedzie Ave.	Wrightwood - Ashburn Library	Library	18	13,600	1997
416	8559 S. Vincennes Ave.	21st Ward Yard	Ward Yard	21	3,320	1920
417	8630 S. Emerald Ave.	Fire Engine Company 73	Fire Station	21	3,685	1927
418	8645 S. Yates Blvd.	Vacant Substation	Vacant Substation	7	4,000	
419	8828 S. Stony Island Ave.	Former Avalon Library	Former Library	8	8,000	
420	9055 S. Houston Ave.	South Chicago Library	Library	10	14,000	1941
421	9059 S. Cottage Grove Ave.	Burnside Community Center	Community Center	8	14,848	1925
422	9160 S. Harbor Ave.	7th and 10th Ward Yards	Ward Yard	10	4,700	2009
423	929 W. Buena Ave.	Uptown Library	Library	46	12,114	1993
424	937 N. Wood St.	Former PD13	Police Station	1	19,436	1960
425	940 W. Exchange Ave.	Street Operations and Booting Headquarters	Garage/warehouse/of fice	11	29,500	1970
426	9448 S. Pleasant St.	Department of Finance Parking Lot	Pay Lot	19	18,997	
427	9525 S. Halsted St.	Woodson Regional Library	Library	21	65,000	1975

EXHIBIT 3

City Owned Land – Website

To see a list of City owned property, please see:

https://www.cityofchicago.org/city/en/depts/dcd/supp_info/cityowned_land_inventory.htm
!

EXHIBIT 4

Chicago Riverwalk

Marketable assets surrounding the Chicago Riverwalk available for sponsorship may include:

- Floating Gardens of the Jetty
- Water Plaza fountain or entire fountain
- River Theater naming rights of the plaza (ie. Spanish steps brought to you by...)
- River Theater Trees
- Cove Plaza
- Michigan Avenue seating
- Esplanade landscaping
- Heald Square Fountain, Upper Wacker and Wabash fountain
- Vietnam Veterans Memorial Fountain

Revenue generated by any sponsorship opportunities will help fund the financing, maintenance and further beautification of the Riverwalk for years to come.

To learn more about the Chicago Riverwalk see:

<https://www.chicagoriverwalk.us/>



EXHIBIT 4

THE MARINA PLAZA



THE COVE

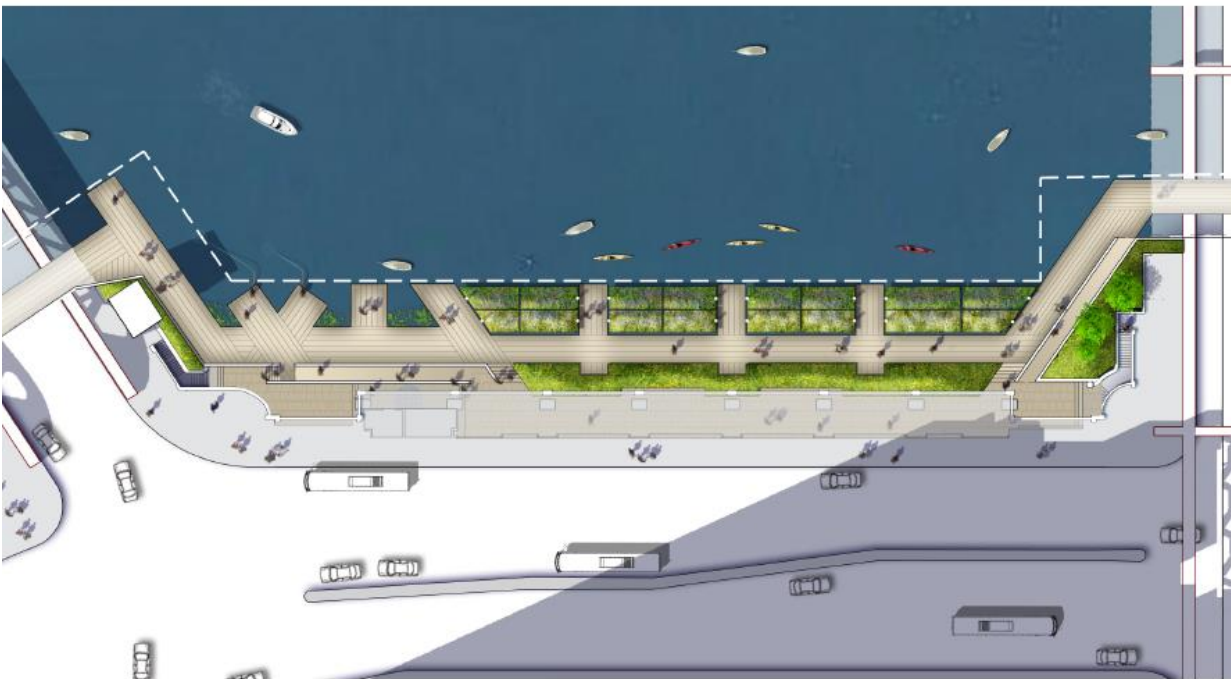


EXHIBIT 4

WATER PLAZA



THE JETTY



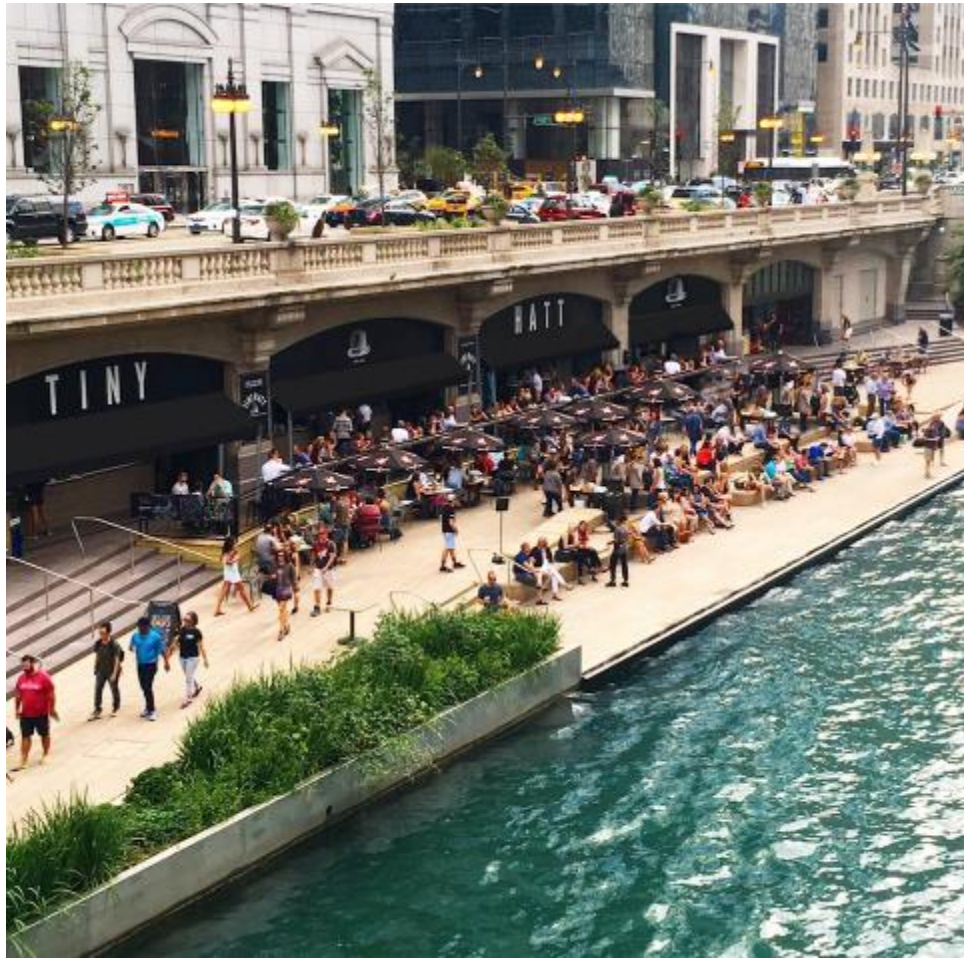




EXHIBIT 4

Heald Fountain, Upper Plaza at Wabash



EXHIBIT 4

Vietnam Veterans Memorial Fountain

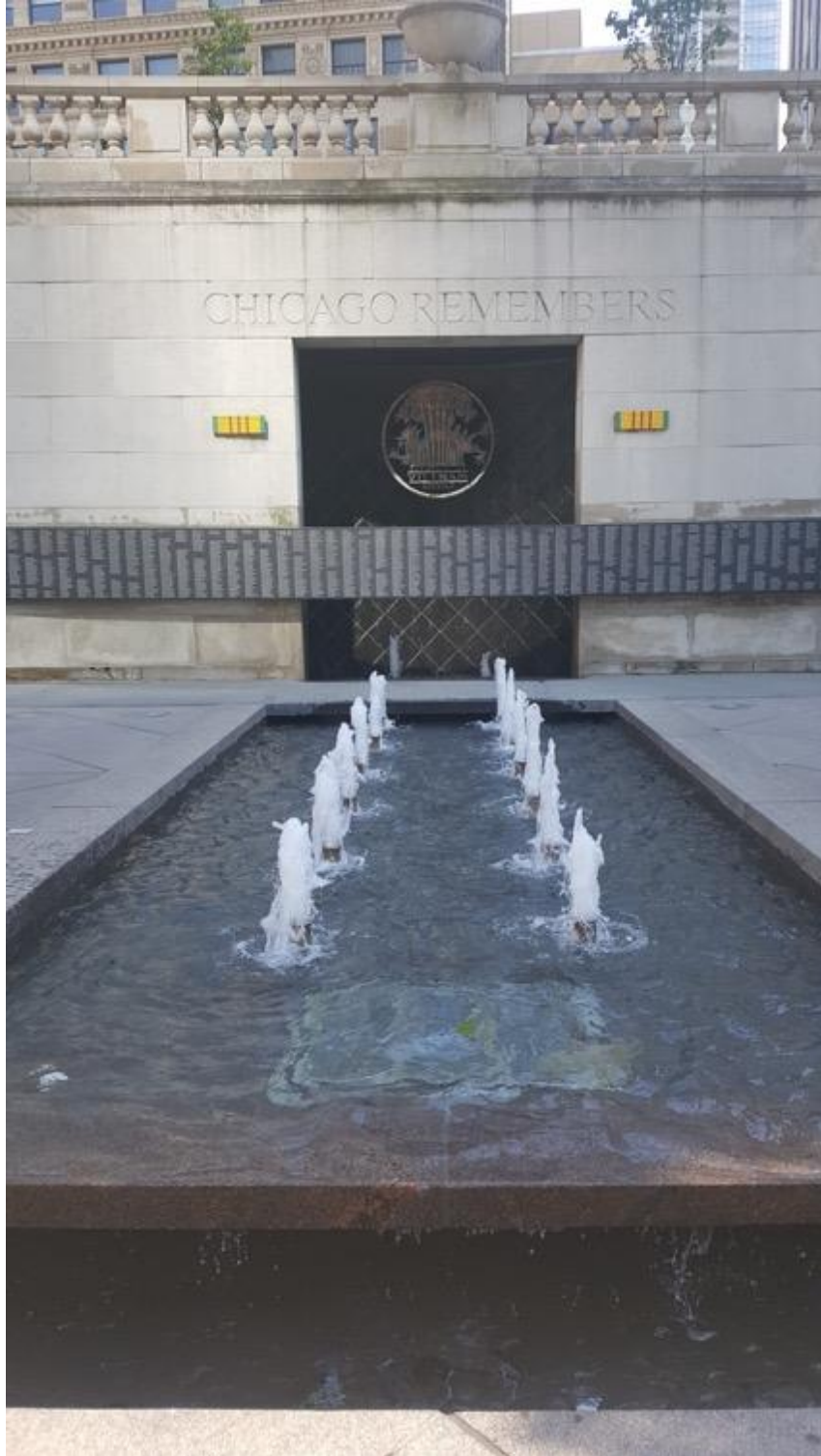


Exhibit 5

City Fleet

Category Class	Category Class Desc	Count (# Units)
120	Truck, Compactor, Rear Loading	496
170	Truck, Compactor, Split Body	2
201	Truck, Street Flusher	2
210	Truck, Street Sweeper	12
21A	Sweeper, Street	119
235	Truck, Catch Basin, Vacuum/Jet	12
237	Truck, Catch Basin, Clam Shell	26
274	Truck, Catch Basin, Rodder	1
330	Truck, Spreader, with Chute	9
343	Truck, Underbody Scraper	2
402	Truck, with Crane, 26-35 Feet	24
403	Truck, with Crane, 36-45 Feet	2
500	Truck, Aboriculture	27
501	Truck, Aboriculture, Crew Cab	3
510	Truck, Animal Control	3
540	Truck, Command Center	3
561	Truck, Medical Response Center	1
562	Truck, X-Ray Center	6
572	Truck, Electrical Svc., Bucket	66
573	Truck, Elect. Svc., Bukt, Crew	7
574	Truck, Elect Svc., Pole Setter	2
575	Truck, El. Svc. Pole Str. Crew	2
580	Truck, Road Service	108
5B2	Truck, Blasting, Soda / Sand	23
5B3	Truck, Bev. Compartment Body	5
5E1	Truck, Tow	85
5E2	Truck, Car Carrier	6
5E4	Truck, Wrecker Recovery	3
5S3	Truck, Scale Testing	1
5V1	Truck, Runway Deicer	24
5V2	Truck, Runway Air Blower	6
5V3	Truck, Runway Multi-Purpose	16
5V4	Truck, Runway Broom	56
5V5	Truck, Runway Plow	65

5V7	Truck, Aircraft Stairway	3
5V8	Truck, Runway Friction Tester	2
5W1	Truck, Pressure Washer	3
600	Truck, Aerial Platform	4
624	Truck, Dump, 10-11 Cubic Yard	119
625	Truck, Dump, 12-14 Cubic Yard	394
660	Truck, Stake Body / Flat Bed	71
661	Truck, Stake / Flat Bed, Crew	3
670	Truck, Tractor	94
690	Truck, Concrete Mixer	1
6C1	Truck, Tanker	12
6G1	Truck, Dry Freight Body	36
6L1	Truck, Container, Roll Off	45
6M1	Truck, Snow Blower	47
813	Bus, Metro, 20-39 Passengers	7
820	Bus, Metro, w/ Wheelchair Lift	1
823	Bus, Metro, 20-39 Pass+Wheelch	5
890	Bus, Bookmobile	2
901	Bus, School, Conventional	2
A22	Auto, Compact, 4 Door	14
A31	Auto, Intermediate, 2 Door	2
A32	Auto, Intermediate, 4 Door	127
A42	Auto, Full Size, 4 Door	5
B20	Truck, Pickup, 1/2 Ton	393
B3B	Truck, SUV, 3/4 Ton, 4 Door	415
B4B	Truck, SUV, 1 Ton, 4 Door	4
C27	Van, 1/2 Ton, Mobile Workshop	195
C2D	Van, 1/2 Ton, 7 Passenger	47
C2F	Van, 1/2 Ton, 12 Passenger	58
C4N	Van, 1 Ton, High Cube Body	2
C80	Van, 3 Ton, Step Side	12
E01	Personnel Carrier, 2 Wheel	16
E31	Golf Cart, 2-4 Passenger	8
E3A	Motorized Cart, 1-2 Passenger	35
E3B	Motorized Cart, 3-4 Passenger	5
E60	All-Terrain Vehicle, Passenger	13
E9A	Bicycle	72
F10	Trailer, Animal Transport	2

F20	Trailer, Arrow Board	1
F30	Trailer, Belly Dump	4
F3B	Trailer, Conveyor	7
F50	Trailer, Bomb Disposal	6
F62	Trailer, X-Ray Unit	3
F66	Trailer, Mortar Mixer	5
F70	Trailer, Cable Transport	3
F85	Trailer, Message Board	31
F88	Trailer, Concrete Saw	1
FA0	Trailer, Display	11
FC0	Trailer, Dump	71
FC1	Trailer, Dump Box Body	153
FD0	Trailer, Flat Bed	12
FD1	Trailer, Flat Bed Tilt	4
FD3	Trailer, Grinder / Crusher	4
FGA	Trailer, Low Bed/Low Boy Equip	17
FH0	Trailer, Implement Transport	14
FJ0	Trailer, Office	4
FJ3	Trailer, Water Filtration	1
FP0	Trailer, Utility Body	23
FQ0	Trailer, Dry Freight Body	64
FT1	Trailer, Aerial Mast	4
FT6	Trailer, Fiber Optic Splicing	2
FV1	Trailer, Stump Cutter	18
FV2	Trailer, Foreign Object Debris	3
FV3	Trailer, Magnetic Sweeping	5
G11	Backhoe, with Loader	47
G2A	Excavator	6
G31	Crane, Self-Propelled	5
G50	Utility Vehicle	2
G51	Loader, Rubber Tire, Artic.	61
G5A	Loader, Track	5
G70	Skid Steer Loader	15
G92	Excavator, Truck Mounted	4
GJ0	Roller, Drum	36
J10	Tractor, Agricultural	49
J30	Forklift, Industrial	47
J90	Spreader, Fertilizer	18

K10	Mower, Deck, Push	33
K11	Mower, Deck, Riding	29
K12	Mower, Deck, Pull Behind	32
K61	Blower, Hand Held	8
K6A	Edger, Grass	2
K6E	Trimmer, Grass, Hand Held	25
K86	Sweeper, Yard, Push	13
KA0	Chain Saw	14
KB2	Chipper, Pull Behind	51
KD1	Grinder, Stump	1
N24	Blower, Snow, Attachment	11
N2B	Boring Machine, Directional	2
N30	Compactor, Dirt	1
N4B	Flood Light Plant	29
N52	Tank, Product Dispensing	1
N5A	Breaker, Impact	72
N88	Attenuator, Impact	42
P00	Blower, Snow, Walk Behind	69
P50	Lift, Personnel	49
P80	Saw, Pavement, Self-Propelled	1
PB1	Sweeper, Riding	13
PB2	Scrubber, Floor, Riding	12
PB3	Vacuum Cleaner, Engine Powered	2
R01	Generator, Power, Stationary	28
R02	Generator, Power, Trailer Mtd.	4
R04	Generator, Power, Roll Mount	11
R06	Starting Unit	8
R30	Welder	59
S20	Pump, Portable	23
SA0	Compressor, Portable	6
SA3	Compressor, Track Mount	1
SA5	Compressor, Trailer Mount	49
TSA	Sand Blaster, Portable	12
TSP	Sprayer Unit	6
TW3	Washer, Automotive	17
TW5	Washer, Truck	49
V94	Boat, Flat Bottom	1
VB0	Boat, V-Hull	1

Y45	Power Pack, Hydraulic	1
Y61	Boiler	16
Y62	Heater, Torpedo	15

TOTAL: 5086

EXHIBIT 6

People Plaza Examples

Plaza: Nelson Algren Memorial (Polish Triangle)

3



Square Footage:	5,500
Average daily traffic:	75,600
Distance to CTA bus shelter (in miles):	0 (On the plaza)
	Blue Line Stop
Utilities/features:	Water, electric, fountain
Ward:	2



MAKE WAY FOR PEOPLE



Plaza: Joe DiMaggio Park

2



Square Footage:	7,500
Average daily traffic:	42,500
Distance to CTA bus shelter (in miles):	.4
Utilities/features:	Water, electric, fountain, irrigation
Ward:	25



MAKE WAY FOR PEOPLE



Plaza: Blue Island - Loomis - 18th

49



Square Footage:	7,064
Average daily traffic:	5,200
Distance to CTA bus shelter (in miles):	0.4
Utilities/features:	Water, Electric, Irrigation
Ward:	25



MAKE WAY FOR PEOPLE



Plaza: Blue Island - Loomis - 18th

49



Square Footage:	7,064
Average daily traffic:	5,200
Distance to CTA bus shelter (in miles):	0.4
Utilities/features:	Water, Electric, Irrigation
Ward:	25



MAKE WAY FOR PEOPLE



Plaza: Woodard Plaza

47



Square Footage: **2,979**
Average daily traffic: **12,800**
Distance to CTA bus shelter (in miles): **0.0 (across street)**
Utilities/features: **Electric**
Ward: **35**



MAKE WAY FOR PEOPLE



Plaza: Claremont - Lawrence

50



Square Footage:

Average daily traffic:

Distance to CTA bus shelter (in miles):

Utilities/features:

Ward: **47**



MAKE WAY FOR PEOPLE



Exhibit 6
People Plaza Locations

PLAZA NAME	WARD	LOCATION
Nelson Algren Memorial / Polish Triangle	2	Triangle at Division, Ashland, and Milwaukee (1200 north, 1600 West)
Wentworth Plaza	25	2301 S. Wentworth
Mautene Court	1	Plaza southeast of 1266 N Milwaukee Ave
Jackson – Homan - Fifth	28	Triangle at southeast corner of Jackson & Homan (300 South, 3400 West)
Firefighters Memorial	35	Lot on the northeast corner of Diversey & Kimball (2801 North, 3354 West)
Englewood Plaza	16	W 63rd Street and S Green Street
Woodard Triangle	35	Lot on the northwest corner of Diversey & Kimball (2801 North, 3354 West)
Belle Plaine - Damen / Northcenter Town Square	47	northwest corner of W Belle Plaine Ave. and N Damen Ave.
Baltimore + Brainard	10	Park on west side of Baltimore at 135th (13500 South, 3100 East)
18th + Paulina	25	S. Paulina St. and W 18th Place
Joe DiMaggio Park	28	Plaza on north side of Taylor at Bishop (1438 West, 1000 South)
Perez Plaza	22	Plaza on the south side of 26th at Kolin (2600 South, 4332 West)
Vernon Park	25	Plaza south of W Vernon Park Pl at S Aberdeen St.
Morgan Park	11	Lot on west side of Morgan at Polk (800 South, 1000 West)
Midway Plaza	29	Plaza on west side of Waller at Midway Park (500 North, 5700 West)
Sunnyside Mall	46	Mall on Sunnyside between Magnolia-Beacon (4500 North, 1232-1338 West)
62nd + Drexel	20	Located at E 62nd St. and S. Ingleside Ave.
34th + Halsted	11	Plaza north of Daley Library (3400 South, 800 West)
Ogden Mall @ Clark & Armitage	43	Intersection of Armitage & Clark
Blue Island + 18th	25	Triangle at the intersection of S Blue Island Ave and S Loomis St (south of W 18th St).

Burton Plaza	27	Plaza on east side of Wells at Burton (1500 North, 200 West)
Emerald + 34th	11	Plaza on west side of Emerald at 34th (3400 South Emerald)
Lincoln Central Park	43	Park on northwest corner of Dickens-Lincoln (2100 North, 504 West)
Leavitt + 18th	25	Plaza on west side of Leavitt at 18th Place (1850 South, 2200 West)
Bowler Triangle	28	Triangle at Leavitt-Bowler (901 S. Leavitt)
Veterans Memorial	14	Triangle at Archer-Tripp-51st (5100 South, 4232 West)
Armitage + Larrabee Pocket Park	43	Park south of fire station at southwest corner of Armitage-Larrabee (~1990 North Larrabee)
Mohawk + Wisconsin	43	Mall on Wisconsin between Mohawk and Larrabee (1900 N, 532-600 West)
Wisconsin Mall	43	Mall on Wisconsin between Bissel and Sheffield (1900 N, 932-1000 West)
Lawrence + Lincoln + Western Plaza	40,47	Landscaped areas in the right-of-way on Lincoln between Leland and Ainslie and on Giddings between Lincoln and the first alley east (4700-4900 North, 2320-2420 West)
Lech Walesa Clearing Memorial	23	Triangle at Archer & 55th (5500 South, 6400 West)
Jackson Plaza	42	W Jackson Boulevard directly south of S LaSalle St.
Leavitt + Lincoln + Montrose Plazas	47	3 triangles at intersection of Lincoln-Leavitt-Montrose (4400 North, 2200 West)
Ewing - Indianapolis - 100th	10	Triangle (10000-10029 South, ~3700 East)
Archer + Cullerton + Dearborn	3	Triangle at 2000 S. Dearborn (2000 South, 36 West)
Ice Water [Drake] Fountain	7	Triangle at 92nd, South Chicago, and Exchange (9200 South, 2900 East)
Irving Park	38	Lot on north side of Irving at Nashville (4000 North, 6600 West)
Lowe + 39th	11	Plaza on north side of 39th at Lowe (3899 South, 600 West)
Avenue O + 117th	10	Park on northeast corner of Avenue O & 117th (11698 South, 3432 East)
61st Pl + Blackstone	20	E 61st Place between S Blackstone Ave. & S Dorchester Ave.

35th + King Drive	4	S Martin Luther King Drive south of E 35th Street
Canal + Cermak Triangle	25	Triangle at Cermak-Canal-Grove (500 West, 2200 South)
Stockyards Stonegates	11	south of W Exchange Avenue & S Peoria St
Ohio Place Park	42	Ohio St - Orleans to Kingsbury (600 North, 340-400 West)
Montrose + Broadway + Sheridan Triangle	46	Triangle surrounded by W Montrose Avenue, N Sheridan Rd & N Broadway
Claremont + Lawrence	47	South of the West Lawrence Ave. and N Claremont Ave. intersection
Total Number of Plazas	46	

EXHIBIT 7

City Website

The City's website (www.cityofchicago.org) is the City's public information and resource portal. It provides information, tools and services for all City Departments. Recent data regarding site usage shows approximately:

- 1 million users per month
- 1.3 million sessions per month
- 3 million pages viewed per month
- 11 million users in the last year
- 19.9 sessions in the last year
- 41 million pages viewed in the last year

The site includes a catalog of approximately 500 City services that are available to constituents, and many of these services can be processed online. The site provides a wide range of uses such as, paying parking or red light tickets, finding a service, submitting a service request, renewing a business license, searching for jobs, checking the status of business items and filling out applications for various purposes. Please share your ideas and innovations as it relates to advertising opportunities on the City's website.