Exhibit B: Form of Acknowledgement of Selected Respondent

ACKNOWLEDGEMENT OF SELECTED RESPONDENT

This Acknowledgement is made as of the ___ day of ____________, 2017 by ____________, a ______________ corporation ("Selected Respondent"), at Chicago, Illinois.

WHEREAS, the Chicago Infrastructure Trust, on behalf of the City, issued a Request for Proposals ("RFP") for a Developer to design, construct, and finance the development of multiple facilities to replace the City’s existing Fleet and Facilities Management ("2FM") operations at 1685 North Throop Street (the “Project”);

WHEREAS, the Project will proceed in two distinct phases: (i) a collaborative Design Phase that, if completed to the City’s satisfaction may lead to (ii) a Final Design-Build-Finance Phase and Agreement;

WHEREAS, Selected Respondent acknowledges that the Design Phase is part of the selection process for a final agreement with a design-build-finance entity, and therefore Selected Respondent will be compensated for its Design Phase services, if at all, only if it successfully meets the conditions stated herein;

WHEREAS, the City has notified Selected Respondent that it wishes Selected Respondent to proceed to the next phase of the selection process, which involves Selected Respondent’s development of certain architectural and engineering designs, including, but not limited to, all the deliverables specified in the Attachments hereto (the “Design Documents”);

WHEREAS, Selected Respondent acknowledges that it must work collaboratively with the City to produce the Design Documents (“Design Services”); and

WHEREAS, Selected Respondent wishes to acknowledge that it, on behalf of itself and its subcontractors, will not be entitled to any compensation for the work in this Design Phase, unless the Commissioner approves the Design Documents and the City Council authorizes, in its discretion, payment for the Design Services, which approval may involve authorizing the Selected Respondent to proceed with the construction of the Project;

NOW, THEREFORE, the parties agree as follows:

1. Incorporation of Recitals. The recitals are incorporated herein.

2. Commencement and Completion of Design. Selected Respondent acknowledges that it will commence and complete the services (“Design Services” or “Services”) specified in the Attachments hereto upon the receipt of written notice from the Commissioner of 2FM. Selected Respondent understands that its performance during the Design Phase will be taken into account in determining whether to select Selected Respondent for a final agreement for Project. Selected Respondent will work collaboratively with the City during this Design Phase. The Design Documents produced by the Selected Respondent in this phase shall meet the requirements as set forth in Attachment 1 hereof (“Scope of Services, Including Requirements for Design”). Selected Respondent shall complete the Design Documents in accordance with the schedule attached as Attachment 2 (“Schedule for Design”). Selected Respondent acknowledges that it will fully comply with the terms of this Acknowledgement and the terms and conditions attached as Attachment 3 (“City Design Contract”), including, without limitation, the M/WBE provisions contained therein. Selected Respondent acknowledges that
compensation, if any, for the Design Services will be based on the hourly rates and not-to-exceed price specified in Attachment 4.

3. **Payment for Design Phase.** Selected Respondent acknowledges and agrees that it will be entitled to compensation for the Design Services solely under the terms outlined in Section 3.15 of the RFP.

4. **Ownership.** All deliverables, including but not limited to the Design Documents and Third Party Reimbursables (as defined in the RFP), in any form prepared or provided by Selected Respondent during the Design Development Phase, including all copyrights inherent in them or their preparation, shall remain the property of the Selected Respondent during the Design Development Phase. However, on the acceptance and approval by the Commissioner and subsequent approval by City Council of a contract to pay for such Design Documents and Third Party Reimbursables, or any portion thereof, the title to, and ownership of, all such Design Documents and Third Party Reimbursables, including all copyrights inherent in them or their preparation, will become the property of the City. At such time, Selected Respondent will, and hereby does, irrevocably grant, assign, transfer and deliver to the City, all right, title and interest in and to the copyright and other intangible, intellectual property embodied in or pertaining to such Design Documents and Third Party Reimbursables. Selected Respondent acknowledges that it 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 required to perfect City’ rights in and to the copyrights relating to the Design Documents and Third Party Reimbursables, or any portion thereof.

5. **MBE/WBE.** If Selected Respondent enters into an agreement with the City covering design/build/finance of the Project, its aggregate MBE/WBE compliance will take into account the participation that it achieved during the design phase contemplated by this Acknowledgement.

6. **No Contractual Relationship.** Selected Respondent acknowledges that no contractual relationship is created by the terms of this Acknowledgement and that Selected Respondent’s design services will be done as part of the City’s selection process of a design/build/finance entity pursuant to the RFP.

7. **Records.** Selected Respondent will maintain records sufficient to document the cost of the services provided during the Design Phase, in a manner as required in Attachment 4.

8. **Early Termination.** The City may, at any time, request that Selected Respondent terminate its activities, and if so requested, Selected Respondent will do so, with no liability to the City.

9. **Waiver of City and Chicago Infrastructure Trust Liability.** Selected Respondent, on behalf of itself and its subcontractors, acknowledges that the City and the Chicago Infrastructure Trust have no liability, under any theory whatsoever, including with limitation contract, tort, promissory estoppel, and detrimental reliance, with respect to the matters contained in this Acknowledgement and that City liability will only arise under the conditions set forth in this Acknowledgement. Selected Respondent shall obtain from each subcontractor an acknowledgement of the terms of this Acknowledgement.
Attachment 1

REQUIREMENTS FOR DESIGN SERVICES

[See RFP Section 3]
Attachment 2

SCHEDULE FOR COMPLETION

[See RFP]
Attachment 3

CITY TERMS AND CONDITIONS

[Exhibit H to RFP]
Attachment 4
COMPENSATION

[Hourly Rates as specified in Form 8 to RFP]
Exhibit C: Insurance Requirements

A. INSURANCE REQUIRED – DEVELOPER

The Developer must provide and maintain at Developer's own expense or cause to be maintained, until Contract completion and during the time period following completion if Developer is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

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

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

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

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

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

3) Automobile Liability (Primary and Umbrella)
Developer must maintain Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether
owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

4) **Excess/Umbrella**

Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) **Professional Liability**

When Developer performs work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work by the Developer. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) **Valuable Papers**

When any, plans, designs, drawings, specifications, media, data, reports, records, and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

**B. INSURANCE TO BE PROVIDED – DESIGN ARCHITECT**

1) **Workers Compensation and Employers Liability (Primary and Umbrella)**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $500,000 each accident; $500,000 disease-policy limit; and $500,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement; when applicable.

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

2) **Commercial General Liability (Primary and Umbrella)**

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

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

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

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

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

4) **Excess/Umbrella**
Excess/Umbrella Liability Insurance must be maintained with limits of not less than $4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) **Professional Liability**
Design Architect performing work, services or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $10,000,000 Coverage must include but
not be limited to pollution liability if environmental site assessments will be done. The policy retroactive date must precede start of Design work on the Contract. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Design work. A claims-made policy which is not renewed or replaced must have an extended reporting period of Three (3) years.

6) **Valuable Papers**

When any plans, designs, drawings, specifications, media, data, and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records.

**C. ADDITIONAL REQUIREMENTS**

**Evidence of Insurance.** Developer and Design Architect must furnish the City, Department of Fleet and Facility Management, attn.: Commissioner’s Office, Room 300, 30 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Developer and Design Architect must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City’s receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Developer and Design Architect, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Developer and Design Architect must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Developer and Design Architect for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

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

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

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

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

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

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

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

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

City’s Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.
Exhibit D: Sample Economic Disclosure Statement ("EDS") and Affidavit

Respondent will need to complete an EDS prior to the Proposal Due Date. At the discretion of the CIT, a Respondent who does not file an EDS prior to the Proposal Due Date, may be found non-responsive and its Proposal rejected.

1.1. EDS FILING REQUIRED PRIOR TO BID OPENING

The Respondent must complete an EDS prior to the Proposal Due Date.

A Respondent that does not file an EDS prior to the Response due date will be found non-responsive and its Response will be rejected.

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number.

1.4. EDS CERTIFICATION OF FILING

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent will need to submit the signed Certificate of Filing with its bid.

A Respondent that does not include a signed Certificate of Filing with its bid must provide it upon the request of the CIT.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:
1. Invitation number, if you were provided an invitation number.

2. EDS document from previous years, if available.

3. Email address to correspond with the Online EDS system.

4. Company Information:
   a. Legal Name
   b. FEIN/SSN
   c. City of Chicago Vendor Number, if available.
   d. Address and phone number information that you would like to appear on your EDS documents.
   e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

1. Invitation number, if you were provided with an invitation number.

2. Site address that is specific to this EDS.

3. Contact that is responsible for this EDS.

4. EDS document from previous years, if available.

5. Ownership structure, and if applicable, owners’ company information:
   a. % of ownership
1.7. **EDS FREQUENTLY ASKED QUESTIONS**

**Q:** Where do I file?
**A:** The web link for the Online EDS is [https://webapps.cityofchicago.org/EDSWeb](https://webapps.cityofchicago.org/EDSWeb)

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

**Q:** Why do I have to submit an EDS?
A: The Economic Disclosure Statement (EDS) is required of applicants making an application for action requiring City Council, City department or other City agency approval. All Smart Lighting Agreements will need City Council approval. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?
A: “Applicant” means any entity or person making an application for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

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

Q: What is an entity or legal entity?
A: “Entity’ or ‘Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?
A: “Person” means a human being.

Q: Who must submit an EDS?
A. An EDS must be submitted in any of the following three circumstances:

<table>
<thead>
<tr>
<th>Applicants:</th>
<th>An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entities holding an interest:</td>
<td>Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.</td>
</tr>
<tr>
<td>Controlling entities:</td>
<td>Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.</td>
</tr>
</tbody>
</table>
Q: What information is needed to submit an EDS?
A: The information contained in the Preparation Checklist for EDS submission.

Q: I don’t have a user ID & password. Can I still submit an Online EDS?
A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?
A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?
A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering “Yes” to “Is this an existing City of Chicago user ID?” when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

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

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

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

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

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

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

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

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

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

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

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

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

**Q:** My address has changed. How can I update my information?
**A:** You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

**Q:** I have more questions. How can I contact the Department of Procurement Services?
**A:** Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 4:30 PM Central Time.

**Q:** Can I save a partially complete EDS?
**A:** Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

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

**Q:** What are the system requirements to use the Online EDS?
A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at [http://get.adobe.com/flashplayer](http://get.adobe.com/flashplayer)
- The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.
Exhibit E: Sample Requests for Clarification Form

The Requests for clarification must be submitted in a Microsoft Excel Worksheet format substantially in the form of the table below.

For each submitted question/comment, please indicate its priority by classifying it as a Category 1, 2, 3 or 4 question, as defined below.

- “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Respondent from submitting a Proposal.
- “Category 2” means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Respondent from submitting a Proposal.
- “Category 3” means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue.
- “Category 4” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

Any comment that is not assigned a categorization will be treated as “Category 4.”

<table>
<thead>
<tr>
<th>Respondent</th>
<th>Question #</th>
<th>Section Cross Reference</th>
<th>Priority</th>
<th>Question</th>
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Exhibit F: M/WBE Participation Plan Submittals

SCHEDULE B: MBE/WBE Affidavit of Joint Venture

1) All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. In all proposed joint ventures, each MBE and/or WBE venture must submit a copy of its current Letter of Certification.

I. Name of joint venture: ____________________________________________________________
   Address: ________________________________________________________________________
   Telephone number of joint venture: ________________________________________________

II. Email address: __________________________________________________________________
    Name of non-MBE/WBE venture: ____________________________________________________
    Address: ________________________________________________________________________
    Telephone number: __________________________________________________________________
    Email address: ____________________________________________________________________
    Contact person for matters concerning MBE/WBE compliance: __________________________

III. Name of MBE/WBE venture: ______________________________________________________
     Address: ________________________________________________________________________
     Telephone number: __________________________________________________________________
     Email address: ____________________________________________________________________
     Contact person for matters concerning MBE/WBE compliance: __________________________

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

V. Attach a copy of the joint venture agreement.
   In order to demonstrate the MBE and/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, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (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 venture; 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 is 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 details as applicable):
1. Profit and loss sharing: 

2. Capital contributions:
   a. Dollar amounts of initial contribution: 
   b. Dollar amounts of anticipated on-going contributions: 

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

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

5. Costs of bonding (if required for the performance of the contract):

6. Costs of insurance (if required for the performance of the contract):

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

D. Identify each current City of Chicago contract and each contract completed during the past two 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:

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 his/her 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.

<table>
<thead>
<tr>
<th>Trade</th>
<th>Non-MBE/WBE Firm (Number)</th>
<th>MBE/WBE (Number)</th>
<th>Joint Venture (Number)</th>
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X. 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 venturer (number) _____
   Employed by MBE/WBE venturer ______

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:
   __________________________________________

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

Any material misrepresentation will be grounds for terminating any contract that 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: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

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 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, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

__________________________________________________________________________________________

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

<table>
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<tr>
<th>Pay Item No./Description</th>
<th>Quantity/Unit Price</th>
<th>Total</th>
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Subtotal: $_________________________

Total @ 100%: $_________________________

Total @ 60% (if the undersigned is performing work as a regular dealer): $_________________________

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

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

(Name/Title-Please Print)
Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

Partial Pay Items
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<table>
<thead>
<tr>
<th>Pay Item No./Description</th>
<th>Quantity/Unit Price</th>
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Subtotal: $_________________________

Total @ 100%: $_________________________

Total @ 60% (if the undersigned is performing work as a regular dealer): $_________________________

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 in Construction Contracts.

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 ON EACH PAGE.
SCHEDULE C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: ___________________________       Specification No.: __________

From: ___________________________________       (Name of MBE/WBE Firm)

To: ___________________________________       (Name of 1st Tier Contractor)

To: ___________________________________       and the City of Chicago.

       (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 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, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

<table>
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<tr>
<th>Pay Item No./Description</th>
<th>Quantity/Unit Price</th>
<th>Total</th>
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Subtotal: $_________________________

Total @ 100%: $_________________________

Total @ 60% (if the undersigned is performing work as a regular dealer): $_________________________

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C)       (Date)

(Name/Title-Please Print)       (Company Name-Please Print)

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

(Name/Title-Please Print)
Schedule C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

Partial Pay Items
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<table>
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<tr>
<th>Pay Item No./Description</th>
<th>Quantity/Unit Price</th>
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Subtotal: 

___________________________

Total @ 100%: 

___________________________

Total @ 60% (if the undersigned is performing work as a regular dealer): _____________________________

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 as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

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 ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Email & Phone Number)

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

(Name/Title-Please Print)

(Email & Phone Number)
SCHEDULE C (Construction): MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: _______________________________ Specification Number: ___________________

From: (Name of MBE or WBE Firm)

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 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 supply the following goods in connection with the above named project/contract. On a separate sheet, 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:

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<th>Pay Item No. / Description</th>
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Line 1: Sub Total: $__________

Line 2: Total @ 100%: $__________

Line 3: Total @ 60%: $__________

**Partial Pay Items.**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

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<th>Pay Item No. / Description</th>
<th>Quantity / Unit Price</th>
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Line 1: Sub Total: $__________

Line 2: Total @ 100%: $__________

Line 3: Total @ 60%: $__________

**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 in Construction Contracts.

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 Owner, President or Authorized Agent of MBE or WBE

Date

Name/Title (Print)

Phone Number

Email Address

SCHEDULE D: Compliance Plan Regarding MBE&WBE Utilization Affidavit of Prime Contractor

FOR CONSTRUCTION PROJECTS ONLY
MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D 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 the ________________________________ and a duly authorized representative of ________________________________.

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule Cs regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor, Joint Venture Agreement, and Schedule B (if applicable). All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed.

<table>
<thead>
<tr>
<th>Name of MBE</th>
<th>Type of Work to be Performed in accordance with Schedule Cs</th>
<th>Total MBE Participation in dollars</th>
<th>MBE Participation in percentage</th>
<th>Mentor Protégé Program Credit Claimed</th>
<th>Total MBE Participation in percentage</th>
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<th>Name of WBE</th>
<th>Type of Work to be Performed in accordance with Schedule Cs</th>
<th>Total WBE Participation in dollars</th>
<th>WBE Participation in percentage</th>
<th>Mentor Protégé Program Credit Claimed</th>
<th>Total WBE Participation in percentage</th>
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Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the “Mentor Protégé Program Credit Claimed” column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. 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.

Total MBE Participation $___________________

Total MBE Participation % (including any Mentor Protégé Program credit)___________________

Total WBE Participation $__________________

Total WBE Participation % (including any Mentor Protégé Program credit)_________________

Total Bid $________________

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

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, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.
State of:_________________________________  
(Name of Prime Contractor – Print or Type)

County of:________________________________
(Signature)  
(Name/Title of Affiant – Print or Type)

(Date)
On this_____ day of_________, 20_____, the above signed officer

___________________________________________  
(Name of Affiant)  
personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that
(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:__________________________
SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.

Duplicate sheets as needed.

Project Name: ________________________________

Specification #: ________________________________

I, ________________________________ on behalf of ________________________________ (Prime contractor)

(A) have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE and non-MBE/WBE subcontractors who bid or quoted price information on this contract.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Business Address</th>
<th>Contact Person</th>
<th>Date of contact</th>
<th>Method of contact</th>
<th>Response to solicitation</th>
<th>Type of Work Solicited</th>
<th>Please circle classification:</th>
<th>MBE Certified</th>
<th>WBE Certified</th>
<th>MBE &amp; WBE Certified</th>
<th>Non- Certified</th>
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</table>

| Company Name | Business Address | Contact Person | Date of contact | Method of contact | Response to solicitation | Type of Work Solicited | Please circle classification: | MBE Certified | WBE Certified | MBE & WBE Certified | Non- Certified |
|--------------|------------------|----------------|-----------------|------------------|--------------------------|------------------------|-----------------------------|                |                |                   |              |
|              |                  |                |                 |                  |                          |                        |                             |                |                |                   |              |

| Company Name | Business Address | Contact Person | Date of contact | Method of contact | Response to solicitation | Type of Work Solicited | Please circle classification: | MBE Certified | WBE Certified | MBE & WBE Certified | Non- Certified |
|--------------|------------------|----------------|-----------------|------------------|--------------------------|------------------------|-----------------------------|                |                |                   |              |
|              |                  |                |                 |                  |                          |                        |                             |                |                |                   |              |
Company Name

Business Address

Contact Person

Date of contact

Method of contact

Response to solicitation

Type of Work Solicited

Please circle classification: MBE Certified  WBE Certified  MBE & WBE Certified  Non-Certified

---

Company Name

Business Address

Contact Person

Date of contact

Method of contact

Response to solicitation

Type of Work Solicited

Please circle classification: MBE Certified  WBE Certified  MBE & WBE Certified  Non-Certified

---

Company Name

Business Address

Contact Person

Date of contact

Method of contact

Response to solicitation

Type of Work Solicited

Please circle classification: MBE Certified  WBE Certified  MBE & WBE Certified  Non-Certified

---

Company Name

Business Address

Contact Person

Date of contact

Method of contact

Response to solicitation

Type of Work Solicited

Please circle classification: MBE Certified  WBE Certified  MBE & WBE Certified  Non-Certified

---

Company Name

Business Address

Contact Person

Date of contact

Method of contact

Response to solicitation

Type of Work Solicited

Please circle classification: MBE Certified  WBE Certified  MBE & WBE Certified  Non-Certified
I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor - Print or Type)

(Signature)

(Name/Title of Affiant - Print or Type)

(Date)

On this ______ day of ______________________, 20_____,

the above signed officer, ______________________________,

(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (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: ________________________________
SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT

Project Name: __________________________
Specification #: _______________________

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

(B) The following is documentation and explanation of the bidder’s Good Faith Efforts to meet the contract specific goals as described in the Good Faith Efforts Checklist as part of Schedule D. The Schedule D cannot be modified without the written approval of DPS.

I, ____________________________ on behalf of ____________________________
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority and Women Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Bidder/Contractor to meet the MBE and/or WBE contract specific goals of this project.

Good Faith Efforts Checklist from Schedule D
Attach additional sheets as needed.

__ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.
Attach copies of written notices sent to MBEs and WBEs.

__ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBES and WBEs.

__ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.
Attach copies of advertisements.

__ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.

__ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.
Describe selection of scopes of work solicited from MBEs and WBEs and efforts to break out work items.
Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

**Describe assistance efforts.**

Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

**Describe assistance efforts.**

Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment A.

**Describe efforts to use agencies listed on Attachment A.**
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: ____________________________________________  
(Print or Type)

Signature: _____________________________________________________  
(Signature of Affiant)

Name of Affiant: _______________________________________________  
(Print or Type)

Date: ___________________________________________________________  
(Print or Type)

State of __________________________
County (City) 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)
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification
No.: __________________________
Department Project
No.: __________________________
Date: __________________________
Voucher No.: ____________________

STATE OF: ______________________
COUNTY (CITY) OF: ____________

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the __________________________ (Title - Print or Type)

and duly authorized representative of __________________________ __________________________ (Name of Company - Print or Type)
(Address of Company) __________________________ (Phone) __________________________

and that the following Minority and Women Business Enterprises (MBE/WBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBEs and of the amounts paid, due, and to become due to them:

<table>
<thead>
<tr>
<th>MBE/WBE</th>
<th>GOODS/SERVICES PROVIDED</th>
<th>AMOUNT OF CONTRACT</th>
<th>AMOUNT PAID TO DATE</th>
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</tr>
</tbody>
</table>

TOTAL AMOUNT PAID TO MBEs TO DATE: $____________________

TOTAL AMOUNT PAID TO WBEs TO DATE: $____________________
I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor:  

(Print or Type)

Signature:  

(Signature of Affiant)

Name of Affiant:  

(Print or Type)

Date:  

(Print or Type)

State of  

County (City) 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)

(Seal)
Exhibit G: Form of Performance and Payment Bonds

RIDER ATTACHED

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we, [COMPANY NAME]
[STREET ADDRESS]
[CITY, STATE ZIP CODE]
Principal, hereinafter referred to as Contractor, and [Surety]
of the County of [County Name] and State of [State Name], are held and firmly bound unto the [CITY OF CHICAGO] in the penal sum of:

--- Dollar Amount in Words and 00/100 Dollars ($ ) ---

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this ________________ day of ____________________, 20__. Condition of the Above Obligation is such, that whereas the above bounden Contractor has entered into a certain contract with the City of Chicago, bearing

Contract No. [Contract No.] and Specification No. [Specification No.] all in conformity with said contract, for,

Furnishing the City of Chicago, [Name of User Department], all labor, tools, material, and equipment required and necessary for the project known as:

[Project Name]

* The attached rider is incorporated herein by reference.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers’ Compensation Act, 820 ILS 305, as amended, and the Workers’ Occupational Disease Act, 820 ILS 310, as amended (hereinafter referred to as “Acts”) then is this obligation to be null and void, otherwise to remain in full force and effect.
And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall lie verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does by waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

CONTRACTOR

(Seal)
Approved: ____________________________. 20 ___

By: President

(Seal)
Chief Procurement Officer

Attest: Secretary

(Seal)

(Seal)

(Seal)

Chicago Infrastructure Trust
Relocation of 1685 N. Throop Operations Project RFP – Exhibits B to H
STATE OF ILLINOIS, COUNTY OF COOK, } ss.

I, ________________________________, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that ________________________________ President and

________________________________________ Secretary of the

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as

such ________________________________ President and ________________________________ Secretary, appeared

before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as

their free and voluntary act, and as the free and voluntary act of the said ________________________________

for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this __________ day of __________ 20__

________________________________________

Notary Public

STATE OF ILLINOIS, COUNTY OF COOK, } ss.

I, ________________________________, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that ________________________________

________________________________________ who, ___________ personally known

to be the same person ______ whose name ___________ subscribed in the foregoing instrument as such

________________________, appeared before me this day in person and acknowledged that

signed, sealed and delivered the said instrument of writing as ___________ free and voluntary act, and as the free

and voluntary act of the said ________________________________

for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this __________ day of __________ 20__

________________________________________

Notary Public

STATE OF ILLINOIS, COUNTY OF COOK, } ss.

I, ________________________________, a Notary Public in and for the County and State

aforesaid, DO HEREBY CERTIFY that ________________________________

who ___________ personally known to me to be the same persons whose name ___________ subscribed in the foregoing

instrument, appeared before me this day in person and acknowledged that ___________ signed, sealed and delivered the

said instrument of writing as ___________ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this __________ day of __________ 20__

________________________________________

Notary Public
RIDER TO CONTRACTOR’S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor’s Performance and Payment Bond (“Bond”) on that certain contract with the City of Chicago (“City”) bearing Contract No. _____ and Specification No. _____ (“Contract”). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor’s default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City’s sole option, to take over and complete the work to be performed by Contractor through the City’s assumption of some or all of Contractor’s subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor’s default by performing the work itself or through others and remains bound by its other obligations under the Bond.
Exhibit H: City Design Contract
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN
BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT

AND

______________________________

RAHM EMANUEL
MAYOR

David J. Reynolds
Commissioner
ARTICLE 1. INTRODUCTION
This Contract is entered into as of the _________ day of ____________, 20___[Date of Commencement of Services] ("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 Fleet and Facility Management ("City"), at Chicago, Illinois.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

ARTICLE 2. INCORPORATION OF EXHIBITS:
The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Schedule
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
ARTICLE 3. STANDARD TERMS AND CONDITIONS


3.1.1. Definitions

"Addendum" is an official revision of the RFP Documents issued by the Commissioner prior to Bid Opening Date.

"Attachments" are all the exhibits and other documents attached to the RFP Documents and/or incorporated into the Contract by reference.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shutdown days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.

"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"Commissioner" means the commissioner of 2FM, and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the Commissioner, the contract consisting of all RFP Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the Commissioner. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" or "2FM" means the Department of Fleet and Facility Management.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.’s Birthday, Lincoln's Birthday, President’s Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"RFP Documents" means all the documents issued by the Chicago Infrastructure Trust or, or referenced by them as being available on the City's website and incorporated by such reference, in connection with an invitation for proposals. Except for such RFP Documents as are posted on the City’s website and incorporated by reference, all RFP Documents must be submitted by a respondent on the Opening Date.
"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the RFP Documents, including but not limited to the Detailed Specifications.

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

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

The order of precedence of the component contract parts will be as follows:

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

3.1.2.2. Interpretation and Rules

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner. The judgment of the Commissioner in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment

3.1.3.1. No Assignment of Contract

Contractor may not assign this Contract without the prior written consent of the Commissioner. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the Commissioner, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the Commissioner’s discretion.

3.1.3.2. Subcontracts
No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the Commissioner; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the Commissioner is not permitted. The Contractor must notify the Commissioner of the names of all Subcontractors to be used and shall not employ any that the Commissioner has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City’s website:

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the Commissioner. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval
The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the Commissioner. Any such attempted pledge, transfer, or assignment, without the prior written approval of the Commissioner is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City’s Right to Assign
The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

3.1.3.5. Assigns
All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

3.1.4. Contract Governance
3.1.4.1. Governing Law and Jurisdiction
This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal 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 Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter
have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process
The Contractor agrees that service of process on the 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 Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors
The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries
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.

3.1.4.5. Independent Contractor
This Contract 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 Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:
The City will not be liable under or by reason of this Contract for the payment of any workers’ compensation award or damages in connection with the Contractor performing the Services required under this Contract.

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.

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

3.1.4.6. Authority
Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

3.1.4.7. Joint and Several Liability
In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices
All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner.

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 the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the RFP Documents’ proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

3.1.4.9. Amendments
Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor and the Commissioner, and if applicable, approved by City Council.

3.1.4.10. No Waiver of Legal Rights
Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor’s performance in any respect or waives a requirement or condition to either the City’s or the Contractor’s performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this
Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds
Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall 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 Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.5. Confidentiality
All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract 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 contained in this Contract.

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 Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

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 Contract, 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 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 the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.
3.1.6. Indemnity
Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties," from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor’s performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City’s exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary 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, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

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 Contract. 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.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under 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 or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor’s performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor’s duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. 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 Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.2. Compensation Provisions

3.2.1. Ordering, Invoices, and Payment
3.2.1.1. Purchase Orders and Invoices
The Commissioner will issue orders to proceed ("Purchase Order") with work and any changes requested thereto. Contractor will invoice the City in a manner directed by the Commissioner.

3.2.1.2. Payment
The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City’s option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City’s website at:
The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.3. City Right to Offset
The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor’s performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, 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.

3.2.1.4. Records
Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

3.2.1.5. Audits
3.2.1.5.1. City’s Right to Conduct Audits
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 Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.5.2. Recovery for Over-Billing
If, as a result of such an 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, depending on the facts, also some or all of the cost of the audit, as follows:
If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract 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;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract 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.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City’s costs of collection, including any court costs and attorneys’ fees.

3.2.2. Subcontractor Payment Reports
The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information 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.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (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.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

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

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors
3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts
Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor’s participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Seven Days
The Contractor must make payment to its Subcontractors within 7 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the
Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor’s work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. Reporting Failures to Promptly Pay

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 7 days after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, “False Statements,” and 1-22, “False Claims,” of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

3.2.3.2.2. Whistleblower Protection
Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in this Agreement, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay
Much of the City’s economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City’s Small Business Program.

3.2.3.4. Action by the City
Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment.
within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

- First Unexcused Report: $50
- Second Unexcused Report: $100
- Third Unexcused Report: $250
- Fourth Unexcused Report: $500

**3.2.3.5. Direct Payment to Subcontractors By City**

The City may notify the Contractor that payments to the Contractor will be suspended if the City has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the City may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City’s best interests, the City may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City’s election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

**3.3. Compliance With All Laws**

**3.3.1. General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

**3.3.2. Certification of Compliance with Laws**

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

**3.3.3. Federal Affirmative Action**

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment
opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.


3.3.4. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

3.3.4.1. Compliance with Federal Nondiscrimination Requirements

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time ("Acts and Regulations"), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
3.3.4.2. Non-discrimination
The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

3.3.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment
In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

3.3.4.4. Information and Reports
The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

3.3.4.5. Sanctions for Noncompliance
In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

A. Withholding payments to the contractor under the contract until the contractor complies;
and/or

B. Cancelling, terminating, or suspending a contract, in whole or in part.

3.3.4.6. Incorporation of Provisions
The contractor will include the provisions of above paragraphs in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
3.3.5. Other Non-Discrimination Requirements

3.3.5.1. Illinois Human Rights Act

3.3.5.1.1. Generally
Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.5.1.2. State of Illinois Equal Employment Opportunity Clause
In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.
G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 2-160
Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.5.3. Business Enterprises Owned by People With Disabilities (BEPD)
Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

3.3.6. Wages
Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "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.

3.3.6.1. 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.

If this contract 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. The Minimum Wage to be paid pursuant to the Order as of July 1, 2016 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. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

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 Contract 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 Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, 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.

3.3.6.2. Living Wage Ordinance
MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the 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 The Contractor’s obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2016 the Base Wage is $12.15. The current rate can be found on the Department of Procurement Services’ website.

Note: As of July 1, 2016, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) 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 (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, 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 work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

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

Not-for-Profit Corporations: If the 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 above do not apply.

3.3.6.3. Chicago Paid Sick Leave Ordinance
The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, becomes effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance when it becomes effective.

3.3.6.4. Equal Pay

3.3.7. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")
Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.7.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)
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 Sect. 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.

3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification
The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents,
employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period

3.3.7.3. Federal Terrorist (No-Business) List
Contractor warrants and represents that neither Contractor nor an Affiliate, 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" means a person or entity which 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.

3.3.7.4. Governmental Ethics Ordinance 2-156
Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in
connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.7.5. Lobbyists
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.

3.3.8. Restrictions on Business Dealings
3.3.8.1. Prohibited Interests in City Contracts
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 work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. 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 Contract or to any financial benefit to arise from it.

3.3.8.2. Conflicts of Interest
The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the Commissioner determines that any subcontractor’s work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors (“Contracting 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, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

3.3.8.3. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4
No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for 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 Commissioner 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.

3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380
In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set
off a portion of the contract price or compensation due under the Contract, in 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 the contracting party to the City. For purposes of this section, outstanding parking
violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on
which no payment has been made or appearance filed in the Circuit Court of Cook County within the
time specified on the complaint, and debt means a specified sum of money owed to the City for which
the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract
price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other
appropriate City department, for the payment of all outstanding parking violation complaints and debts
owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or
judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the
City are dischargeable in bankruptcy.

3.3.10. Other City Ordinances and Policies
3.3.10.1. False Statements
False statements made in connection with this Contract, including statements in, omissions from
and failures to timely update the EDS, as well as in any other affidavits, statements or Contract
Documents constitute a material breach of the Contract. Any such misrepresentation renders the
Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the
City of any materials containing such a misrepresentation. In addition, the City may debar
Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a
misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580
This law promotes 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.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act
for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary
Contractor conducts any business operations in Northern Ireland, it is hereby required that the
Contractor will 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

The provisions of this Section will not apply to contracts for which the City receives funds
administered by the United States Department of Transportation (USDOT) except to the extent
Congress has directed that USDOT 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
USDOT.
3.3.10.3. **City Hiring Plan Prohibitions**

A. The City is subject to the June 16, 2014 "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 States 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.

B. 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 Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract 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.

C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, 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 Contract, 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.

D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C 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 Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

3.3.10.4. **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, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.10.5. **Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, 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 Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General’s toll free hotline, 866-IG-TIPLINE (866-448-4754).

3.3.10.6. **Electronic Mail Communication**
Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

3.3.10.7. **EDS Update Obligation**
Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

3.3.10.8. **Wheel Tax (City Sticker)**
Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

3.3.11. **Compliance with Environmental Laws and Related Matters**

3.3.11.1. **Definitions**
For purposes of this section, the following definitions shall apply:

**Environmental Agency:** An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

**Environmental Claim:** An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.


**Law(s):** The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

**Routine:** As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.11.2. **Joint Ventures**
If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.11.3. Compliance With Environmental Laws
As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.11.4. Costs
Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.11.5. Proof of Noncompliance; Authority; Cure
Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The Commissioner shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The Commissioner may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor’s and/or Subcontractor’s history of compliance or noncompliance with the same or other Laws, Contractor’s and/or Subcontractor’s actions or inaction towards mitigating the noncompliance and its effects, and Contractor’s or Subcontractor’s actions or inaction towards preventing future noncompliance.

3.3.11.6. Copies of Notices and Reports; Related Matters
If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency
response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor’s compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

(i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;

(ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor’s knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.7. Requests for Documents and Information
If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.8. Environmental Claims and Related Matters
Within 24 hours of receiving, or of any Subcontractor’s receiving, notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.11.9. Preference for Recycled Materials
To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)
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 Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, 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 Contract, at law or in equity.

This section does not limit the 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 Contract.

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

3.4 Contract Disputes

3.4.1 General

Compliance with the provisions in this Section 3.4, “Contract Disputes,” is a precondition to seeking judicial review of an adverse decision of the CPO or his or her designated representative. Contractor must not withhold performance of and must prosecute any Work required by the Commissioner while Contractor's claim, including judicial resolution, if any, is pending. Contractor must prosecute all of its Work including any disputed Work with the same diligence and effort as if no dispute existed. Neither the CPO’s determination (see Section 3.4.3, “Disputes,” below), nor the continued performance by either party, constitutes an admission as to any factual and/or legal position in connection with the dispute or a waiver of any rights under the Contract.

3.4.2 Claims

(1) This provision applies to all claims under this Contract, including those for time, money, or both.

(2) Procedures. Within 14 days after a basis for claim arises, Contractor must submit its claim in writing to the City's project manager ("Commissioner's Representative"). This written claim to the Commissioner’s Representative will constitute “notice” to the City for purposes of determining initial timeliness of the claim; oral notice is insufficient. If Contractor and the Commissioner’s Representative are unable promptly (depending upon the complexity of the matter) to resolve the claim, Contractor must forward its claim in writing to the Commissioner together with the documents listed in (a) through (d) below (collectively, “Contractor’s documents”). Contractor must include:

a) A general statement of the basis for the claim,
b) Reference to the applicable Contract provisions,
c) All records that support the claim, and
d) All documents that relate to it, such as correspondence, and that are reasonably necessary for the Commissioner’s understanding to resolve the claim.
It is Contractor’s responsibility to furnish your documents to the Commissioner at the time Contractor forwards the claim to him or her, as, with or without the supporting documentation, the Commissioner has 30 days to respond in writing to Contractor after he or she has received the claim. Incomplete information may result in an adverse response. The response may be in the form of a Contract Modification.

If within the 30 days the Commissioner neither responds nor forwards the claim to the CPO in lieu of responding, the claim will be considered denied, unless Contractor and the Commissioner have agreed to extend the time for him or her to complete his or her response. The Commissioner may, at his or her sole option, forgo the opportunity to respond directly to Contractor’s claim by referring it with all Contractor’s documentation and a Request for Resolution of Dispute to the CPO and supplying such additional documentation as the CPO may require of him or her.

3.4.3 Disputes

(1) Invoking Dispute Resolution Procedures. If Contractor disputes the Commissioner’s resolution or denial of its claim, or if Contractor’s claim is deemed denied, Contractor has 10 days to forward its claim and Contractor’s documentation to the CPO indicating to him or her that Contractor is requesting resolution of a dispute and showing that Contractor has complied with the preceding claims procedures. Contractor’s 10-day period to invoke dispute resolution by the CPO is counted from the date the Commissioner’s written resolution was sent to Contractor, or, if he or she has not responded or forwarded the claim, from the date on which the time for the Commissioner’s response lapsed.

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, 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.

(2) Waiver. If Contractor fails to file a Request for Resolution of Dispute with the CPO within the 10-day period Contractor will have waived its claim, the right to make the claim later, and the right to dispute its resolution or denial.

(3) Dispute Procedures. Once the dispute resolution procedures are invoked, the CPO will proceed to a final and binding decision based upon the written submissions of parties. A copy of those rules and/or regulations is available through the Department of Procurement Services. The Chief Procurement Officer’s decision will be implemented through a Contract Modification, if required, that will be made a part of the Contract with Contractor’s signature or without it should Contractor refuse to sign the Contract Modification. If either Contractor or the Commissioner disagree(s) with the decision of the CPO, the exclusive remedy is judicial review by a common law writ of certiorari. Unless such review is sought within 35 days of receipt of the CPO decision, all rights to seek judicial review are waived.

3.4. [INTENTIONALLY OMITTED]
3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event 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 Contract including the following:
C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
D. Failure to have and maintain all professional licenses required by law to perform the Services;
E. Failure to timely perform the Services;
F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
G. 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;
H. Discontinuance of the Services for reasons within Contractor's reasonable control;
I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
K. Any change in ownership or control of Contractor without the prior written approval of the Commissioner, which approval will not unreasonably withhold.
L. Contractor’s default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
M. Contractor’s repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the Commissioner indicate a willful or reckless disregard for City laws and regulations.
N. Contractor’s use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

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 a Cure Notice is sent, the Commissioner may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the Commissioner. The period of time allowed by the Commissioner to cure will depend on the nature of the event of default and the Contractor’s ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.
Whether to issue the Contractor a Default Notice 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 Contract.

If the Commissioner issues a Default Notice, the Commissioner will also indicate any present intent the
Commissioner may have to terminate this Contract. The decision to terminate is final and effective upon
giving the notice. If the Commissioner decides not to terminate, this decision will not preclude the
Commissioner from later deciding to terminate the Contract in a later notice, which will be final and
effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services,
nenless otherwise directed in the notice.

3.5.3. Remedies
After giving a Default Notice, the City may invoke any or all of the following remedies:

A. 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
   Contract for the Services that were assumed by the City as agent for Contractor;

B. The right to terminate this Contract as to any or all of the Services yet to be performed effective
   at a time specified by the City;

C. The right to seek specific performance, an injunction or any other appropriate equitable
   remedy;

D. The right to seek money damages;

E. The right to withhold all or any part of Contractor’s compensation under this Contract;

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies
The remedies under the terms of this Contract 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.

3.5.5. City 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 Contract. 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 Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination
The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City
to the Contractor. The effective date of termination will be the date the notice is received by the
Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to
activities pursuant to direction from the City. No costs incurred after the effective date of the
termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been
provided. The payment so made to the Contractor is in full settlement for all services, work or goods
satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City’s election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.
ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES – SINGLE PROJECT

4.1. Providing Services
The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor’s risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

4.2. Standard of Performance
Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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, if required by law. Contractor must provide the City 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 Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance 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 either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor’s Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.3. Deliverables
In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. “Deliverables” include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

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 Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure 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 Contract.
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 Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.4. Additional Services
Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance
Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its 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.

4.6. 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 Contractor 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 of this Contract.

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

4.7. Personnel

4.7.1. Adequate Staffing
Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel
In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract.
by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor’s Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages
Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract 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 Contract 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 paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.8. Ownership of Documents
Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including 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 Contractor’s expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.9. Copyright Ownership and other Intellectual Property
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 Contract are conclusively considered “works made for hire” within the meaning and purview of Section 101 of the United States Copyright Act, 17 US.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, 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 copyright 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 Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor’s direct involvement and consent.

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 delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any
copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to 
(3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with 
respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the 
standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of 
original authorship.

4.9.1. Patents
If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first 
actually reduced to practice during performance of or under this Contract, and that invention, 
improvement, or discovery is patentable under the laws of the United States of America or any foreign 
country, the Contractor must notify the City immediately and provide the City a detailed report 
regarding such invention, improvement, or discovery. If the City determines that patent protection for 
such invention, improvement, or discovery should be sought, Contractor agrees to seek patent 
protection for such invention, improvement, or discovery and to fully cooperate with the City 
throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any 
invention, improvement, or discovery developed under this Contract and any patent rights to which the 
Contractor purchases ownership with funds provided to it under this Contract.

4.9.2. Indemnity
Without limiting any of its other obligations under this Contract and in addition to any other obligations 
to indemnity under this Contract, Contractor must, upon request by the City, indemnify, save, and hold 
innocent the City, and if this Contract is federally funded the Federal Government, and their respective 
officers, agents, and employees acting within the scope of their original duties against any liability, 
including costs and expenses, resulting from any willful or intentional violation by the Contractor of 
proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, 
reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The 
Contractor is not required to indemnify the City or Federal Government for any such liability arising out 
of the wrongful acts of employees or agents of the City or Federal Government.

4.10. Approvals
Whenever Contractor is required to obtain 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.

4.11. 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.

4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility
Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will 
address and comply with all federal, state and local laws and regulations regarding accessibility standards for 
persons with disabilities or environmentally limited persons including the following: the Americans with 
Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and 
the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 
25/1 et seq., and all regulations promulgated thereunder , see Illinois Administrative Code, Title 71, Chapter 
1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, 
and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to 
construction, review the plans and specifications to insure compliance with these standards. If Contractor 
fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in
this contractor or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

4.13. Reimbursement for Travel
In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: http://www.cityofchicago.org/Forms. The direct link is:

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City’s website at: http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.
ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

5.1. Scope of Services
This Contract is for architectural and engineering design services.

More specifically, the Services that Consultant must provide are described in Exhibit 1, "Scope of Services and Time Limits for Performance."

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 Contract.

5.2. List of Key Personnel
Key Personnel are (or are listed in) Exhibit 1.

5.3. Term of Performance
This Contract takes effect as of the Effective Date and continues for ___________ months, unless terminated earlier pursuant to the terms of this contract.

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

5.4. Payment

5.4.1. Basis of Payment
The City will pay Contractor according to the a final contract to be approve by City Council based on the hourly rates and not-to-exceed pricing specified in Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts,” above.

5.4.2. Method of Payment
Contractor must submit invoices to the City for costs 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.

5.4.3. Criteria for payment
The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Commissioner in their sole discretion.

5.5. Funding
The source of funds for payments under this Contract is Fund number _______________. Payments under this Agreement must not exceed $____________ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.
ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

6.1. 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:

<table>
<thead>
<tr>
<th>MBE Percentage</th>
<th>WBE Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>8%</td>
</tr>
</tbody>
</table>

(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.

6.2. 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 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.


"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.

6.3. 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.

6.4. 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 the 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.

6.5. 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.

### 6.5.1. 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.

6.5.2. 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.

6.5.3. 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 **Error! Reference source not found.** "**Error! Reference source not found.**") 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.

**6.6. 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 or 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 Error! Reference source not found., "Error! Reference source not found.," 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 Error! Reference source not found., "Error! Reference source not found.," 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.

6.7. 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.

6.8. Changes to Compliance Plan

6.8.1. 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.

6.8.2. 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.

6.9. 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 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.

6.10. 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 arbitrative 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.
6.11. 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.
6.12. 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
Attachement 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.

<table>
<thead>
<tr>
<th>51st Street Business Association *</th>
<th>Association of Asian Construction Enterprises *</th>
</tr>
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<tr>
<td>220 E. 51st Street</td>
<td>5677 W. Howard</td>
</tr>
<tr>
<td>Chicago, IL  60615</td>
<td>Niles, IL 60714</td>
</tr>
<tr>
<td>Phone: 773-285-3401</td>
<td>Phone: 847-673-7377</td>
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<tr>
<td>Fax: 773-285-3407</td>
<td>Fax: 847-673-2358</td>
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<td>Email: <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a></td>
<td>Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></td>
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<tr>
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<tr>
<th>Austin African American Business Networking Assoc.</th>
<th>Black Contractors United *</th>
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<tr>
<td>5820 W. Chicago Ave.,</td>
<td>12000 S. Marshfield Ave.</td>
</tr>
<tr>
<td>Chicago, IL 60651</td>
<td>Calumet Park, IL 60827</td>
</tr>
<tr>
<td>Phone: 773-626-4497</td>
<td>Phone: 708-389-5730</td>
</tr>
<tr>
<td>Email: <a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a></td>
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<tr>
<td>Web: <a href="http://www.aaabna.org">www.aaabna.org</a></td>
<td>Email: <a href="mailto:valerie@blackcontractorsunited.com">valerie@blackcontractorsunited.com</a></td>
</tr>
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<tr>
<th>LGBT Chamber of Commerce of Illinois *</th>
<th>Chatham Business Association Small Business Dev. *</th>
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<tr>
<td>3179 N. Clark St., 2nd Floor</td>
<td>800 E. 78th Street</td>
</tr>
<tr>
<td>Chicago, IL 60657</td>
<td>Chicago, IL 60619</td>
</tr>
<tr>
<td>Phone: 773-303-0167</td>
<td>Phone: 773-994-5006</td>
</tr>
<tr>
<td>Fax: 773-303-0168</td>
<td>Fax: 773-855-8905</td>
</tr>
<tr>
<td>Email: <a href="mailto:grodriguez@lgbtcc.com">grodriguez@lgbtcc.com</a></td>
<td>Email: <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a></td>
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<td>Agency Name</td>
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<td>Chicago Minority Supplier Development Council Inc.</td>
<td>105 W. Adams, Suite 2300, Chicago, IL 60603-6233</td>
</tr>
<tr>
<td>Chicago Urban League</td>
<td>4510 S. Michigan Ave., Chicago, IL 60653</td>
</tr>
<tr>
<td>Chicago Women in Trades (CWIT)</td>
<td>2444 W. 16th Street, Chicago, IL 60608</td>
</tr>
<tr>
<td>Contractor Advisors Business Development Corp.</td>
<td>1507 E. 53rd Street, Suite 906, Chicago, IL 60615</td>
</tr>
<tr>
<td>Do For Self Community Development Co.</td>
<td>7447 S South Shore Drive, Unit 22B, Chicago, IL 60649</td>
</tr>
<tr>
<td>Far South Community Development Corporation</td>
<td>9923 S. Halsted Street, Suite D, Chicago, IL 60628</td>
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<tr>
<td>Federation of Women Contractors  *</td>
<td>Greater Englewood Community Development Corp.  *</td>
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<tr>
<td>216 W. Jackson Blvd. #625</td>
<td>815 W. 63rd Street</td>
</tr>
<tr>
<td>Chicago, IL  60606</td>
<td>Chicago, IL  60621</td>
</tr>
<tr>
<td>Phone: 312-360-1122</td>
<td>Phone: 773-651-2400</td>
</tr>
<tr>
<td>Fax: 312-750-1203</td>
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<tr>
<td>Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a></td>
<td>Email: <a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a></td>
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<tr>
<td>1801 S. Ashland</td>
<td>10615 S. Halsted Street</td>
</tr>
<tr>
<td>Chicago, IL  60608</td>
<td>Chicago, IL  60628</td>
</tr>
<tr>
<td>Phone: 312-698-8898</td>
<td>Phone: 518-556-1641</td>
</tr>
<tr>
<td>Email: <a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a></td>
<td>Fax: 773-941-4019</td>
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<tr>
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<td>Email: <a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a></td>
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<tr>
<td>650 W. Lake St., Unit 415</td>
<td>222 Merchandise Mart Plaza, Suite 1212 c/o 1871</td>
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<tr>
<td>Chicago, IL  60661</td>
<td>Chicago, IL  60654</td>
</tr>
<tr>
<td>Phone: 312-575-0389</td>
<td>Phone: 312-425-9500</td>
</tr>
<tr>
<td>Fax: 312-575-0544</td>
<td>Email: <a href="mailto:aalcantar@ihccbusiness.net">aalcantar@ihccbusiness.net</a></td>
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<tr>
<td>Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a></td>
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<tr>
<td>Illinois State Black Chamber of Commerce*</td>
<td>411 Hamilton Blvd., Suite 1404</td>
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<tr>
<td>Latin American Chamber of Commerce*</td>
<td>3512 W. Fullerton Avenue</td>
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<tr>
<td>National Association of Women Business Owners*</td>
<td>500 Davis Street, Ste 812</td>
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<tr>
<td>National Organization of Minority Engineers (NOME)*</td>
<td>33 W. Monroe, Suite 1540</td>
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<tr>
<td>Rainbow/PUSH Coalition*</td>
<td>930 E. 50th Street</td>
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<tr>
<td>South Shore Chamber, Inc.*</td>
<td>1750 E. 71st Street, Suite 208</td>
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<td><strong>The Monroe Foundation</strong></td>
<td><strong>US Minority Contractors Association, Inc.</strong> *</td>
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<tr>
<td>1547 South Wolf Road</td>
<td>1250 Grove Ave. Suite 200</td>
</tr>
<tr>
<td>Hillside, Illinois 60162</td>
<td>Barrington, IL 60010</td>
</tr>
<tr>
<td>Phone: 773-315-9720</td>
<td>Phone: 847-708-1597</td>
</tr>
<tr>
<td>Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a></td>
<td>Fax: 847-382-1787</td>
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<td>Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a></td>
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<th><strong>Women’s Business Development Center</strong> *</th>
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<td>1250 Grove Ave. Suite 200</td>
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</tr>
<tr>
<td>Barrington, IL 60010</td>
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<tr>
<td>Phone: 847-708-1597</td>
<td>Phone: 312-853-3477</td>
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<td>Provides training for businesses: Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Women’s Business Development Center</strong> *</th>
<th><strong>Women Construction Owners &amp; Executives (WCOE)</strong> *</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 S. Michigan Ave., 4th Floor</td>
<td>Chicago Caucus</td>
</tr>
<tr>
<td>Chicago, IL 60603</td>
<td>308 Circle Avenue</td>
</tr>
<tr>
<td>Phone: 312-853-3477</td>
<td>Forest Park, IL 60130</td>
</tr>
<tr>
<td>Fax: 312-853-0145</td>
<td>Phone: 708-366-1250</td>
</tr>
<tr>
<td>Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a></td>
<td>Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a></td>
</tr>
<tr>
<td>Web: <a href="http://www.wbdc.org">www.wbdc.org</a></td>
<td>Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></td>
</tr>
<tr>
<td>Maintains list of certified firms: Yes</td>
<td>Maintains list of certified firms: Yes</td>
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<td>Provides training for businesses: Yes</td>
<td>Provides training for businesses: No</td>
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<tr>
<th><strong>Your Community Consultants Foundation</strong></th>
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<tbody>
<tr>
<td>9301 S. Parnell Ave.,</td>
<td></td>
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<tr>
<td>Chicago, IL 60620</td>
<td></td>
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<tr>
<td>Phone: 773-224-9299</td>
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<tr>
<td>Fax: 773-371-0032</td>
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<tr>
<td>Email: <a href="mailto:allen81354@aol.com">allen81354@aol.com</a></td>
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<tr>
<td>Maintains list of certified firms: No</td>
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<td>Provides training for businesses: Yes</td>
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</table>
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)

<table>
<thead>
<tr>
<th>Trade</th>
<th>Non-MBE/WBE Firm (Number)</th>
<th>MBE/WBE (Number)</th>
<th>Joint Venture (Number)</th>
</tr>
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<tbody>
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</tbody>
</table>

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

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

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

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

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
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   __________________________________________________________
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   __________________________________________________________
   __________________________________________________________
## Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agrees 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.

<table>
<thead>
<tr>
<th>Name of MBE/WBE Partner Firm</th>
<th>Name of Non-MBE/WBE Partner Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Affiant</td>
<td>Signature of Affiant</td>
</tr>
<tr>
<td>Name and Title of Affiant</td>
<td>Name and Title of Affiant</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

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

(personal names)

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: ____________________________________________
(Name of Prime Contractor)

and the City of Chicago.

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)

______________________________________________________________________________________________________________________

(E-mail & Phone Number)

09/2013

Page 1 of 1

M/WBE Special Conditions for Commodities & Services 04.19.2017
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

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: %
   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:____________________________________________________

08/2013
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
### III. Summary of MBE/WBE Proposal

#### A. MBE Proposal (Direct & Indirect)

1. **MBE Direct Participation**

<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<tr>
<td><strong>Total Direct MBE Participation</strong></td>
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</tbody>
</table>

2. **MBE Indirect Participation**

<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<tr>
<td><strong>Total Indirect MBE Participation</strong></td>
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</tbody>
</table>

#### B. WBE Proposal (Direct & Indirect)

1. **WBE Direct Participation**

<table>
<thead>
<tr>
<th>WBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<tr>
<td><strong>Total Direct WBE Participation</strong></td>
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2. **WBE Indirect Participation**

<table>
<thead>
<tr>
<th>WBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<tr>
<td><strong>Total Indirect WBE Participation</strong></td>
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</table>
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: ________________________________

08/2013  Page 5 of 5
ARTICLE 7. INSURANCE REQUIREMENTS

The Contractor must provide and maintain for the life of this Contract and at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

7.1. Insurance to be Provided

7.1.1. Workers Compensation and Employers Liability
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than $________ each accident, illness or disease.

7.1.2. Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent with limits of not less than $,________ per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than $___________ with the same terms herein.

7.1.3. Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than $________ with the same terms herein.

7.1.4. All Risk Property
The Contractor must maintain All Risk Commercial Property Insurance covering loss or damage at full replacement cost to any City of Chicago equipment, materials, parts, or supplies while in the care, custody, and control of the Contractor as part of the Contract. The Contractor is responsible for any damage to City property at replacement cost that results from this Contract.

7.2. Additional Requirements
The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-conforming insurance is non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor’s liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.
ARTICLE 8. SIGNATURE PAGE

Contract Number: <<click and type number>>
Specification Number: <<click and type number>>
Contractor (Vendor) Name: <<click and type name>>
Total Amount (Value): <<click and type number>>
Fund Chargeable: <<click and type number>>

SIGNED at Chicago, Illinois:

CONTRACTOR:
<<click and type name>>

By: ______________________________

Name: ______________________________

Its: ______________________________

Attest: ______________________________

State of ______________________________; County of ______________________________
This instrument was acknowledged before me on _________ (date) by ______________________________
as President (or other authorized officer) and ______________________________ as Secretary of
______________________________ (name of party on behalf of whom instrument was executed).

______________________________       ______________________________
Notary Public                              Commission Expires

CITY OF CHICAGO

By: ______________________________

Mayor                                   Date

____________________________
Comptroller                             Date

____________________________
Chief Procurement Officer               Date
EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.
EXHIBIT 1: SCOPE OF WORK
SEE RFP and ACKNOWLEDGEMENT OF SELECTED RESPONDENT.
EXHIBIT 2: COMPENSATION
SEE RFP and ACKNOWLEDGEMENT OF SELECTED RESPONDENT.
EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

Named Insured: ____________________________  Specification #: __________________
Address: ________________________________________________________________
(Number and Street)  RFP: ____________________________  Project #: __________________
(City) (State) (ZIP)  Contract #: __________________

Description of Operation/Location

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

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Insurer Name</th>
<th>Policy Number</th>
<th>Expiration Date</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td></td>
<td></td>
<td></td>
<td>CSL Per Occurrence</td>
</tr>
<tr>
<td>[ ] Claims made [ ] Occurrence</td>
<td></td>
<td></td>
<td></td>
<td>$ _________</td>
</tr>
<tr>
<td>[ ] Premise-Operations</td>
<td></td>
<td></td>
<td></td>
<td>General Aggregate</td>
</tr>
<tr>
<td>[ ] Explosion/Collapse Underground</td>
<td></td>
<td></td>
<td></td>
<td>$ _________</td>
</tr>
<tr>
<td>[ ] Products/Completed-Operations</td>
<td></td>
<td></td>
<td></td>
<td>Products/Completed</td>
</tr>
<tr>
<td>[ ] Blanket Contractual</td>
<td></td>
<td></td>
<td></td>
<td>Operations Aggregate</td>
</tr>
<tr>
<td>[ ] Broad Form Property Damage</td>
<td></td>
<td></td>
<td></td>
<td>$ _________</td>
</tr>
<tr>
<td>[ ] Independent Contractors</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>[ ] Personal Injury</td>
<td></td>
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<tr>
<td>[ ] Pollution</td>
<td></td>
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</tr>
<tr>
<td>Automobile Liability</td>
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<td></td>
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<td>CSL Per Occurrence</td>
</tr>
<tr>
<td>[ ] Excess Liability</td>
<td></td>
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<td>$ _________</td>
</tr>
<tr>
<td>[ ] Umbrella Liability</td>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence</td>
</tr>
<tr>
<td>Worker=s Compensation and Employer=s Liability</td>
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<td></td>
</tr>
<tr>
<td>[ ] Statutory/Illinois Employers Liability</td>
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<td></td>
<td>$ _________</td>
</tr>
<tr>
<td>Builders Risk/Course of Construction</td>
<td></td>
<td></td>
<td></td>
<td>Amount of Contract</td>
</tr>
<tr>
<td>Professional Liability</td>
<td></td>
<td></td>
<td></td>
<td>$ _________</td>
</tr>
<tr>
<td>Owner Contractors Protective</td>
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<td></td>
<td>$ _________</td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

a) Each insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago. b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

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

For City use only

Name of City Department requesting certificate: (Using Dept.) ____________________________
Address: ____________________________  ZIP Code: ____________________________  Attention: ____________________________
EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)