

**Agreement for Special Service Area #76**

between

**the CITY OF CHICAGO**

and

**THE MAGNIFICENT MILE ASSOCIATION**

Effective January 1, 2022 through December 31, 2022

**Lori Lightfoot  
Mayor**

- The Agreement consists of the following components:

2022 STANDARD TERMS AND CONDITIONS, found at the following hyperlink, and incorporated by reference herein, along with AGREEMENT SPECIFIC INFORMATION, reflecting the specific information for this contract that is inserted into the Standard Terms and Conditions.

<http://www.chicago.gov/content/cityinfo/law/termsandconditions/2022SPAStandardTerms.pdf>

- SIGNATURE PAGE
- EXHIBIT 1 Scope of Services and Budget
- EXHIBIT 2 Economic Disclosure Statement and Affidavit
- EXHIBIT 3 Contractor Insurance Provisions
- EXHIBIT 4 Security Firm Insurance Provisions
- EXHIBIT 5 Prevailing Wages
- EXHIBIT 6 Performance Bond Form
- EXHIBIT 7 Contractor Affidavit
- EXHIBIT 8 Additional Audit Requirements
- EXHIBIT 9 Sexual Harassment Policy Affidavit
- EXHIBIT 10 Special Conditions Regarding MBE/WBE Certification
- EXHIBIT 11 Supplemental Terms Relating to Executive Order 2021-2

AGREEMENT-SPECIFIC INFORMATION

Contractor agrees that, for purposes of this Agreement, the following information will be inserted into the 2022 Standard Terms for Special Service Area Agreements:

Date Agreement entered into (see Agreement Preamble): January 1, 2022

Name of Contractor (see Agreement Preamble): The Magnificent Mile Association

Contractor's State and Form of Organization or Incorporation (see Agreement Preamble):  
Illinois-Not-For-Profit

Special Service Area Number (see Agreement Recitals): 76

Service Tax not to exceed the following percentage of the equalized assessed value of all property within the Area (see Agreement Recitals): 0.050%

City Council authorization date (see Agreement Recitals): December 15, 2021

Establishment Ordinance date (see Agreement Article 2): December 15, 2021

Surplus TIF Funds fund number (see Agreement Article 2): N/A

Service Tax Funds amount (see Agreement Section 5.01(a)): \$742,033

Surplus Funds amount (see Agreement Section 5.01(b)): \$0

Surplus TIF Funds amount (see Agreement Section 5.01(c)): \$0

Late Collections amount (see Agreement Section 5.01(d)): \$0

Maximum compensation amount (see Agreement Section 5.01): \$742,033

Maximum amount (see Agreement Section 5.02): \$742,033

Bank name and address (see Agreement Section 5.03): on file with DPD and Comptroller

Wire transfer and Account numbers (see Agreement Section 5.03): on file with DPD and Comptroller

Fund number (see Agreement Section 5.05): on file with DPD and Comptroller

Special conditions (see Agreement Section 8.01): \_\_\_\_\_

Special Service Area Commission's address (see Agreement Article 9):

625 W. Washington Ave, Ste 401, Chicago, IL 60611

Contractor's address (see Agreement Article 9): 625 W. Washington Ave, Ste 401, Chicago, IL 60611

Attention: Kimberly Bares

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

CITY OF CHICAGO

By: [Signature]  
Commissioner, Department of  
Planning and Development  
as of April 21, 2022

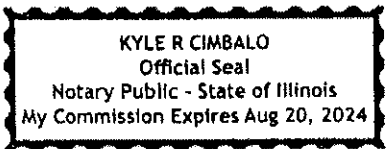
Recommended by:  
  
\_\_\_\_\_  
SSAC Chairperson

CONTRACTOR  
By: Kimberly Bares KIMBERLY BARES  
Its: PRESIDENT & CEO  
Attested By: [Signature]  
Its: Chairman

State of IL  
County of Cook

This instrument was acknowledged before me on 21 April, 2022 (date) by Kimberly Bares (name/s of person/s) as Contractor (type of authority, e.g., officer, trustee, etc.) of Magnificent Mile Real Estate (name of party on behalf of whom instrument was executed).

[Signature]  
(Signature of Notary Public)



THE AGREEMENT'S TABLE OF CONTENTS, PREAMBLE, RECITALS, BODY AND EXHIBITS 3 THROUGH 9 FOLLOW THIS SIGNATURE PAGE

EXHIBIT 1

**Scope of Services & Budget**

## SCOPE OF WORK:

The Scope of Work for each Special Service Area (SSA) is broadly defined by the funded Categories listed in the annual Budget Summary page. If a SSA Commission recommends funding a line item within a previously unfunded category, a budget amendment ordinance must be introduced and approved by City Council. This action is required in order to expand the Scope of Work.

## REQUIRED DUTIES OF THE SERVICE PROVIDER:

**Website:** The Service Provider must maintain a webpage dedicated to the SSA which is easily identified with a link labeled "SSA" on the top or side banner on the home page of the Service Provider's website. The SSA webpage must contain the following information:

- Listing of Commission meetings for the year
- Meeting Notices and Agendas posted at least 48 hours prior to meetings
- Approved Meeting Minutes
- Current Service Provider Agreement
- Annual Audit (most-recent)
- Request for Proposals (RFPs)
- SSA Map
- Description of Services and Programs
- Other items as directed by the Commission

**Reports:** The Service Provider is required to complete and submit Quarterly Reports to the Department of Planning and Development (DPD) within 30 days of the end of each Quarter. These reports should be presented to and approved by the Commission prior to submission to DPD.

**Annual Audit:** The Service Provider is required to contract with an independent auditing firm to prepare audited financial statements of the preceding year, presented in the Government Model. The audit must be approved by the Commission and submitted to DPD on or before May 1st each year.

**Administration:** The Service Provider shall adhere to policies and procedures outlined in the SSA Program Guide and submission deadlines in the SSA Master Calendar. The Service Provider is responsible for ensuring services and programs listed in the SSA's annual workplan and budget document are administered in a timely and accurate manner, including subcontracts with vendors. Any changes to line items must be approved by the Commission, and may require additional City Council authorization.

**Communication:** It is important that the Service Provider facilitate communication among its board of directors, the SSA Commission, all affected aldermen, SSA stakeholders, DPD, and the general public. All Commission meetings are open to the public and governed by the guidelines of the Open Meetings Act. The Service Provider shall brief all affected aldermen of SSA activities and proposed budgets.

**Recordkeeping:** The Service Provider shall maintain accurate and complete records of SSA activities, and shall provide documents in a timely manner, as requested by DPD. These records are subject to Freedom of Information Act (FOIA) requests which must be directed to DPD.

## Exhibit A Budget

**Special Service Area # 76**

SSA Name: North Michigan Avenue

### 2022 BUDGET SUMMARY

Budget and Services Period: January 1, 2022 through December 31, 2022

CATEGORY (Funded Categories Comprise Scope of Services)	2021 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$80,620	\$0	\$0	\$0	\$0	\$80,620
2.00 Public Way Aesthetics	\$0	\$0	\$0	\$0	\$0	\$0
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$115,158	\$0	\$0	\$0	\$0	\$115,158
5.00 Public Health and Safety Programs	\$472,194	\$0	\$0	\$0	\$0	\$472,194
6.00 SSA Management	\$22,750	\$0	\$0	\$0	\$0	\$22,750
7.00 Personnel	\$51,311	\$0	\$0	\$0	\$0	\$51,311
	Sub-total	\$742,033	\$0	\$0	\$0	\$742,033
<b>GRAND TOTALS</b>	Levy Total	<b>\$742,033</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$742,033</b>

#### LEVY ANALYSIS

Estimated 2021 EAV:	\$2,412,347,226
Authorized Tax Rate Cap:	0.050%
Maximum Potential Levy limited by Rate Cap:	\$1,206,174
Requested 2021 Levy Amount:	\$742,033
Estimated Tax Rate to Generate 2020 Levy:	0.0308%



EXHIBIT 2

**Economic Disclosure Statement and Affidavit**

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

The Magnificent Mile Association

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: 625 N. Michigan Ave, 401  
Chicago, IL 60611

C. Telephone: 312.344.2316 Fax: \_\_\_\_\_ Email: Kbares@themagnificentmile.com

D. Name of contact person: Kimberly Bares

E. Federal Employer Identification No. (if you have one): 36-2119989

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable): To allow the Magnificent Mile Association to enter into a contract with the City of Chicago to provide services within the proposed SSA #76

G. Which City agency or department is requesting this EDS? Planning + Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company                  |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership              |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                              |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |
- 

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

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3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes  No  Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>No members which are legal entities</u>	
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2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
None		

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

\_\_\_\_\_

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?  Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

\_\_\_\_\_

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees ( <u>indicate whether paid or estimated.</u> ) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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*To be determined.*

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."



If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes                       No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
<hr/>		
<hr/>		
<hr/>		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (Sec 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

The Magnificent Mile Association  
(Print or type exact legal name of Disclosing Party)

By: Kimberly Bares  
(Sign here)

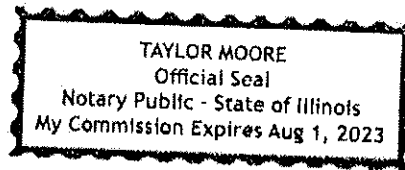
Kimberly Bares  
(Print or type name of person signing)

President and CEO  
(Print or type title of person signing)

Signed and sworn to before me on (date) 11/4/2021,

at Cook County, Illinois (state).

TJM  
Notary Public



Commission expires: 8/1/2023

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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The Magnificent Mile Association  
2021 Board Member List

Name	Title	Name	Title
Bares, Kimberly	President and CEO, Ex-Officio	Donley, Patrick M.	Director
Russell, Dan	Chair, Director	Ellefson, Susan A	Director
Benoiken, Nichole	Treasurer, Director	Fawell, Rick	Director
Vacant	Secretary, Director	Fedak, Justine	Director
Fogel, Eric	Corporation Counsel, Ex-Officio	Feldman, Mitchell C	Director
Jacobson, Ryan	Corporation Counsel, Ex-Officio	Fraser, Wei	Director
Abrusato, Tony	Director	Gamble, Richard	Director
Agra III, Robert	Director	Gardner, Marilyn	Director
Agra, Holly H	Director	Gardner, Steve	Director
Aiello, Jack	Director	Gibbons, Dan	Director
Ascher, Carolyn	Director	Golub, Lee	Director
Bailey, Curt	Director	Graham, Barry	Director
Blackburn, Andy	Director	Grusin, Rob	Director
Blunk, Jay	Director	Habeeb, Robert	Director
Borowiec, Bradley	Director	Hartenstein, Steven J	Director
Bossert, Laura	Director	Havens, Debbie	Director
Bunin, Todd	Director	Hayes Gordon, Susan	Director
Canellis, Nick	Director	Hayes, Jacqueline C	Director
Capadona, Nancy	Director	Hearn, Lindsay D	Director
Carlson, Andrew	Director	Howard, Christopher	Director
Carlyle, Christine	Director	Jablonski, Susan	Director
Casciano, Vanessa	Director	Jordan, George	Director
Christie, Robert	Director	Julmy, Camille	Director
Cialabrin, Rich	Director	Karman, Tony	Director
Clark, Jennifer	Director	Kolios, Stacy	Director
Colletti, John	Director	Kromelow, Basil M	Director
Constantin, Gabriel	Director	Kunde, Jennifer L	Director
Conway, Tim	Director	Kus, Edward J	Director
Dardowski, Shevket	Director	Kuturmanes, Dean G	Director
Demay, Pete	Director	Lindsay-Walsh, Katie	Director
DePorter, Grant	Director	Mackey, Michael	Director
Dion, Robert E	Director	Mackin, David	Director
Carlson, Andrew	Director	McArdle, Damien	Director
Donnelly, Patrick	Director	McCarthy, John C	Director

The Magnificent Mile Association  
 2021 Board Member List Continued

Name	Title	Name	Title
Mckeaney, Lyn	Director	Walters, Roger	Director
Mckenzie-Lee, Shauna	Director	Wancha, Stephen	Director
Nelson, Kay	Director	Weber, Ralph	Director
Nitzberg, Stanley	Director	Williams, Randall	Director
Olson, Lori	Director	Wilson, Mike	Director
O'Malley, Tim	Director	Wirtz, Danny	Director
O'Neil, Erin	Director	Wisecarver, Kelly	Director
Osmond, Lynn J	Director	Zec, Maria	Director
Paridy, Nancy	Director		
Patel, Amy	Director		
Pepper, Donovan	Director		
Pugh, Donna	Director		
Raizin, Lou	Director		
Rappe, Grace	Director		
Reller, Christine A	Director		
Riggle, Brian	Director		
Robak, John	Director		
Robertson, Tom	Director		
Roman, Richard	Director		
Rose, Mary Ann	Director		
St. Louis, Elizabeth	Director		
Schofield, Robert	Director		
Schulman, Marc S	Director		
Selogie, Ted	Director		
Simillio Richard	Director		
Simon, Richard	Director		
Simoncelli, Peter	Director		
Spreen, Gail	Director		
Sweat, Stacy	Director		
Temperly, Todd	Director		
Thomas, Daniel	Director		
Trenken, Lisa	Director		
Trojanowski, Kevin	Director		
Versen, Donald V Sr.	Director		

EXHIBIT 3

**CONTRACTOR INSURANCE PROVISIONS**

**Department of Planning & Development**  
**Special Service Areas**

**A. Insurance Required**

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide 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.

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

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

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

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

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

4) Professional Liability

When any professional consultants (e.g. CPA's Attorney, Architects, Engineers) perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime

The Contractor is responsible for all persons handling funds under this Agreement against loss by dishonesty, robbery, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

## **B. Security Firms**

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by the State of Illinois and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

## **C. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City, Chicago Department of Planning and Development (DPD), City Hall Room 1000, 121 North LaSalle Street 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement

or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

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

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

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

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or

broader coverage maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

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

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

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

## EXHIBIT 4

### SECURITY FIRM INSURANCE PROVISIONS

#### Department of Planning & Development Special Service Areas

#### **A. Insurance Required**

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

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

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

Security Firm 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.

Security Firm 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 for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

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

the City and Contractor.

Security Firm 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 Services to be performed, the Security Firm must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The City and Contractor are to be added as additional insureds on a primary, non-contributory basis.

Security Firm 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) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**B. Additional Requirements**

Evidence of Insurance. Security Firm must furnish the Contractor and the City of Chicago Department of Planning and Development (DPD), City Hall Room 1000, 121 North LaSalle Street 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. Security Firm must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the Contractor 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 Contractor to obtain, nor the Contractor's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Security Firm, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the Contractor of any of the required insurance provisions. Security Firm must advise all insurers of the Contract provisions regarding insurance. The Contractor in no way warrants that the insurance required herein is sufficient to protect Security Firm for liabilities which may arise from or relate to the Contract. The Contractor reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Security Firm to comply with required coverage and terms and conditions outlined herein will not limit Security Firm's liability or responsibility nor does



it relieve Security Firm 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 Contractor 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. Security Firm must provide for sixty (60) days prior written notice to be given to the Contractor 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 Security Firm.

Waiver of Subrogation. Security Firm hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago under all required insurance herein for any loss arising from or relating to this Contract. Security Firm 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 Contractor or the City of Chicago received a waiver of subrogation endorsement for Security Firm's insurer(s).

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

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

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

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

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

Joint Venture or Limited Liability Company. If Security Firm 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 Security Firm. If Security Firm desires additional coverages, the

Security Firm will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Security Firm shall name Subcontractor(s) as a named insured(s) under Security Firm's insurance or Security Firm 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 Security Firm. Security Firm shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Security Firm is responsible for ensuring that each Subcontractor has named the Contractor and the City of Chicago as additional insureds where required on an additional insured endorsement form acceptable to the Contractor and to the City of Chicago. Security Firm 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 Contractor or the City of Chicago, Security Firm must provide to the Contractor and the City of Chicago certificates of insurance and additional insured endorsements or other evidence of insurance. The Contractor and the City of Chicago 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 Security Firm'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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b>	
GCG Risk Management Consultants LLC/Alper Services		PHONE (A/C, No, Ext): (312) 642-1000	
410 North Michigan Avenue		FAX (A/C, No):	
12th Floor		E-MAIL ADDRESS: Certs@alperservices.com	
Chicago IL 60611		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Hartford Casualty Insurance Company	
		INSURER B: Sentinel Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b>		<b>NAIC #</b>	
The Magnificent Mile Association		29424	
625 N Michigan Ave., Suite 401		11000	
Chicago IL 60611			

**COVERAGES****CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			83 SBA AE2300	06/09/2021	06/09/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			83 SBA AE2300	06/09/2021	06/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			83 SBA AE2300	06/09/2021	06/09/2022	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83WECAB6W03	06/09/2021	06/09/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Chicago is included as an Additional Insured with respect to General Liability as required by written contract and policy forms.

**CERTIFICATE HOLDER****CANCELLATION**

City of Chicago  
 Dept of Planning & Development  
 121 N LaSalle St  
 Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT 5

Prevailing Wages

Prevailing wage rates for this Agreement are posted at the following link:  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2019-Rates.aspx>

EXHIBIT 6

**Performance Bond Form**

Per Section 3.10, this applies to construction contracts only.

EXHIBIT 7

Contractor Affidavit

Contractor Name:  
Special Service Area Number:  
Agreement ("Agreement"):

Agreement between the City of Chicago and \_\_\_\_\_ dated  
\_\_\_\_\_, relating to the provision of special services.

**AFFIDAVIT**

The undersigned, \_\_\_\_\_, as \_\_\_\_\_, and on behalf of \_\_\_\_\_, having been duly sworn under oath, certifies that in the year \_\_\_\_\_, it performed that portion of the Services described in Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Exhibit 1, to the extent described in the attached Full-Year Assessment Form . The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

NAME OF CONTRACTOR:

\_\_\_\_\_

Signature of Authorized Officer

\_\_\_\_\_

Name of Authorized Officer (Print or Type)

\_\_\_\_\_

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

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

Sworn to and acknowledged before me by \_\_\_\_\_ [name of signatory] as  
\_\_\_\_\_ [title] of \_\_\_\_\_ [name of  
contracting party] this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

## FULL-YEAR ASSESSMENT FORM

This requirement is met by submitting the YTD report from the annual workplan budget document. This document is automatically compiled once all Quarterly Report tabs have been completed within the same document.

### Instructions

1. Print the YTD Report tab (6 pages)
2. SSA Chair signs page 6
3. Complete Contractor Affidavit Form
4. Scan all 7 pages with affidavit on top
5. Email PDF to DPD

## EXHIBIT 8

### Special Service Area - Additional Audit Requirements

#### **Accounting System**

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

#### **Guidance for the Contractor's Selection of a CPA Firm (Independent Auditor)**

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria, and scope of the work required. Audit firm evaluations can replace an annual RFP process; an RFP process every three years is preferred.
2. Distribute and publicize the RFP sufficiently to ensure full and open competition.
3. Request in the RFP that bidders provide detail on:
  - a. How the CPA Firm will conduct the audit.
  - b. Qualifications of the CPA Firm, management, and staff, including experience in auditing like entities.
  - c. Policies on notification of changes in key personnel.
  - d. Whether the proposed staff has received continuing professional education that is relevant to the performance of this engagement during the previous 2 years,
  - e. Whether the CPA Firm has received a positive peer review within the last 3 years.
  - f. Whether the CPA Firm is independent, as defined by applicable auditing standards.
  - g. Whether the CPA Firm has been the object of any disciplinary action during the past 3 years.
  - h. Confirmation the CPA Firm and key personnel assigned to this engagement maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response or annually.
  - i. Confirmation the CPA Firm is not on the City's debarred vendor list.
  - j. The audit fee.
4. Evaluate the proposals based on:
  - a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.
  - b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.
  - c. Qualifications of the CPA Firm.
  - d. Qualifications of the audit team.
  - e. The information provided by respondents in response to the RFP, including cost



and independence.

5. Rate the proposals as follows:
  - a. Proposals should be evaluated as submitted.
  - b. Make a list of strengths and weaknesses for each to support its technical rating.
  - c. Review the proposed fees offered by the bidders after completion of the technical evaluation.
  - d. Ask questions of the bidders to eliminate any ambiguities.
  - e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.
  
6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:
  - a. Audit scope, objectives, and purposes.
  - b. Deadlines for the work to be performed.
  - c. Audit fees.
  - d. Report format, including providing a PDF digital version of the final audit.
  - e. Type and timing of support to be provided to the CPA Firm by the Special Service Area Commission ("SSAC").
  - f. Professional auditing standards to be followed in performing the audit.
  - g. Independence of the CPA Firm to the SSAC.
  - h. Terms of making changes to the scope of the agreement.
  - i. CPA Firm's ownership of the work papers, retention period, and requirement for availability to the City upon request.

### **Summary Schedule of Findings.**

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

- a. *Section 5.01, Basis of Payment*, describes “carry over” as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.
- b. *Section 5.02, Budget for Services*, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.
- c. *Section 5.03, Method of Payment*, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

### **Audit of Financial Statements**

As discussed in Section 3.07, “Records and Audits”, the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

### **Audit Documents**

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2015 Budget, 2015 Actual, Variance, 2014 Budget, 2014 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City’s and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

### **CPA Firm License**

The CPA Firm shall attach as an exhibit to the audit the firm’s active license and key personnel to this engagement in the State of Illinois.

### **Audit Presentations**

The CPA Firm shall attend at least one (1) SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

**Debarment**

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

EXHIBIT 9

**Sexual Harassment Policy Affidavit (Section 2-92-612)**

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

Contract title: \_\_\_\_\_

Specification #: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

Per Section 8.15, this contract has no specified MBE & WBE goals.  
This Exhibit does not need to be completed for SSA Service Provider Agreements.

EXHIBIT 10

Special Conditions Regarding MBE/WBE Commitment



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Aileen Velazquez, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**Fax: 312-744-3281**

**MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS**

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

**Policy and Terms**

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

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

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

MBE Percentage	WBE Percentage
___0___%	___0___%

(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.

*M/WBE Special Conditions for Commodities & Services 03.29.2019*

**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 an 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% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

### **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Joint Ventures**

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

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

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

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

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

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

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

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;



- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

**Counting MBE/WBE Participation Toward the Contract Specific Goals**

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

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies

and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.

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

- v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

#### **Direct Participation**

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
  1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:

- Name, address, telephone number and email of MBE/WBE firms solicited;
  - Date and time of contact;
  - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
- Project identification and location;
  - Classification/commodity of work items for which quotations were sought;
  - Date, item and location for acceptance of subcontractor bid proposals;
  - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
  - Affirmation that Good Faith Efforts have been demonstrated by:
    - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
    - not imposing any limiting conditions which were not mandatory for all subcontractors; and
    - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date; and
    - documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

**OR**

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    - A listing of all potential subcontractors contacted for a quotation on that work item;
    - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
  - o The City's estimate for the work under a specific subcontract;
  - o The bidder's own estimate for the work under the subcontract;
  - o An average of the bona fide prices quoted for the subcontract;
  - o Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

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

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

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

**Impracticability**

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

The requirements set forth in these Regulations (this subsection 0 "**Regulations Governing Reductions to or Waiver of MBE/WBE Goals**") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

**Procedure to Determine Bid Compliance**

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

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or

- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

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

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

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

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

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

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

**(2) Letters of Certification.**

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

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 0, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement

must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 0 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

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

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

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

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

subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

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

#### **Changes to Compliance Plan**

##### **Permissible Basis for Change Required**

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

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

- 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.

**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.

**Non-Compliance and Damages**

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

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount

may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

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

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

#### **Arbitration**

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

**Equal Employment Opportunity**

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

**Attachments and Schedules**

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

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

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

**Attachment A –Assist Agency List (Rev. August 2021)** Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

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

<p><b>51<sup>st</sup> Street Business Association *</b>                  220 E. 51<sup>st</sup> Street                  Chicago, IL 60615                  773-285-3401                  773-285-3407  <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a>  <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>African American Contractors Association – AACA *</b>                  P.O. Box #19670                  Chicago, IL 60619                  312-915-5960  <a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a>  <a href="http://www.aacanatl.org">www.aacanatl.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc. *</b>                  14527 S. Halsted                  Riverdale, IL 60827                  708-392-9323                  708-880-0121  <a href="mailto:info.aogrc@gmail.com">info.aogrc@gmail.com</a>  <a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>AeroStar Avion Institute</b>                  18270 Anthony Avenue                  Country Club Hills, IL 60478                  312 883-6386  <a href="http://www.avioninstitute.org">www.avioninstitute.org</a>  <a href="mailto:aai@avioninstitute.org/tholmes@aerostarcorp.com">aai@avioninstitute.org/tholmes@aerostarcorp.com</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>
<p><b>Association of Asian Construction Enterprises (AACE) *</b>                  712 W. Root Street                  Chicago, IL 60609                  312-595-2010  <a href="mailto:admin@aacechicago.com">admin@aacechicago.com</a>  <a href="http://www.aacechicago.com">www.aacechicago.com</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: No</p>	<p><b>Austin African American Business Networking Assoc.</b>                  5820 W. Chicago Ave.                  Chicago, IL 60651                  773-626-4497  <a href="mailto:info@aaabna.org">info@aaabna.org</a>  <a href="http://www.aaabna.org">www.aaabna.org</a>                  Maintains list of certified firms: No                  Provides training for businesses: Yes</p>
<p><b>Better Business Bureau of Chicago/Northern Illinois</b>                  330 N Wabash, Suite 3120                  Chicago, IL 60611                  312 832-0500  <a href="mailto:tjohnson@chicago.bbb.org">tjohnson@chicago.bbb.org</a>  <a href="http://www.bbb.org/chicago">www.bbb.org/chicago</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>Black Contractors Owners and Executives *</b>                  7811 S. Stony Island Ave.                  Chicago, IL 60649                  773-346-5658                  773-346-5659  <a href="mailto:admin@bcoechicago.org">admin@bcoechicago.org</a>  <a href="http://www.bcoechicago.org">www.bcoechicago.org</a>                  Maintains list of certified firms: No                  Provides training for businesses: No</p>
<p><b>Black Contractors United *</b>                  12000 S. Marshfield Ave.                  Calumet Park, IL 60827                  708-389-5730                  708-389-5735  <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>BOP Project 5000 NFP</b>                  644 E. 79<sup>th</sup> Street                  Chicago, IL 60619                  773-891-5939                  773-304-1903  <a href="mailto:bopbizcenter@gmail.com">bopbizcenter@gmail.com</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>

<p><b>Business Leadership Council *</b>  230 W. Monroe Street, Suite 2650  Chicago, IL 60606  312-628-7844  312-628-7846  info@BLCchicago.com  Avis.l@businessleadershipcouncil.org  <a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: No</p>	<p><b>Chatham Business Association Small Business Dev. *</b>  800 E. 78<sup>th</sup> Street  Chicago, IL 60619  773-994-5006  773-855-8905  <a href="mailto:admin@cbaworks.org">admin@cbaworks.org</a>  <a href="http://www.cbaworks.org">www.cbaworks.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Chicagoland Associated General Contractors*</b>  One Oakbrook Terrace, Suite 210 Oakbrook Terrace  Chicago, Illinois 60178  773-444-0465  info@chicagolandagc.org  <a href="http://www.chicagolandagc.org">www.chicagolandagc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b>  216 West Jackson Blvd Suite 600  Chicago, IL 60606  312-755-8880  312-755-8890 Fax  <a href="mailto:info@chicagomsgdc.org">info@chicagomsgdc.org</a>  <a href="http://www.chicagomsgdc.org">www.chicagomsgdc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Chicago Urban League *</b>  4510 S. Michigan Ave.  Chicago, IL 60653  773-285-5800  <a href="mailto:jjohnson@chiul.org">jjohnson@chiul.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b>  2444 W. 16<sup>th</sup> Street  Chicago, IL 60608  312-942-1444  <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a>  <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b>  1507 E. 53<sup>rd</sup> Street, Suite 906  Chicago, IL. 60615  312-436-0301  <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a>  <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Construction Cares</b>  2532 W Warren  Chicago, IL 60612  312-989-3908  <a href="mailto:info@communities4construction.com">info@communities4construction.com</a>  <a href="http://www.constructioncare.org/">http://www.constructioncare.org/</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>
<p><b>Cosmopolitan Chamber of Commerce</b>  1631 S. Michigan Avenue Unit 101  Chicago, IL. 60616  312-971-9594  info@cosmochamber.org  <a href="http://www.cosmochamber.org">www.cosmochamber.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Council of Black Architecture and Engineering Companies (Formally NOME)*</b>  1 South Wacker, Suite 2650  Chicago, IL 60606  312-960-1239  <a href="mailto:jharris@cbaec.org">jharris@cbaec.org</a>  <a href="http://www.cbaec.org/">www.cbaec.org/</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>

<p><b>Do For Self Community Development Co. *</b>        8659 S. Ingleside Ave.,        Chicago, IL 60619        773-356-7661  <a href="mailto:dennismdcchicago@hotmail.com">dennismdcchicago@hotmail.com</a>  <a href="http://www.doforself.org">www.doforself.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>	<p><b>Elite Service Disabled Veteran Owned Business Network</b>        420 Lake Cook Rd, Ste 104        Deerfield, IL 60015        847-453-8890  <a href="mailto:john@scifers.net">john@scifers.net</a>  <a href="https://scifers.net">https://scifers.net</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Far South Community Development Corporation</b>        837 W. 115<sup>th</sup> Street        Chicago, IL 60643        773 831-7107        773 380-0109  <a href="mailto:crystal@farsouthcdc.org">crystal@farsouthcdc.org</a>  <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Federation of Women Contractors *</b>        4210 W. Irving Park Road,        Chicago, IL 60641        312-360-1122  <a href="mailto:info@fwcchicago.com">info@fwcchicago.com</a>  <a href="http://www.fwcchicago.com">www.fwcchicago.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: No</p>
<p><b>Fresh Start Home Community Development Corp.</b>        5168 S. Michigan Avenue, 4N        Chicago, IL 60615        773-312-3797        855-270-4175  <a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a>  <a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Greater Southwest Development Corporation</b>        2601 W. 63<sup>rd</sup> Street        Chicago, IL 60629        773-362-3321  <a href="mailto:j.moreno@greatersouthwest.org">j.moreno@greatersouthwest.org</a>  <a href="mailto:a.soto@greatersouthwest.org">a.soto@greatersouthwest.org</a>  <a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Hispanic American Construction Industry Association (HACIA) *</b>        650 W. Lake St., Unit 415        Chicago, IL 60661        312-575-0389        312-575-0389  <a href="mailto:jgomez@haciaworks.org">jgomez@haciaworks.org</a>  <a href="http://www.haciaworks.org">www.haciaworks.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>HIRE360</b>        2301 S Lake Shore Drive, Lakeside Center        Chicago, IL 60616        312 575-2500  <a href="mailto:info@HIRE360Chicago.com">info@HIRE360Chicago.com</a>  <a href="http://www.HIRE360Chicago.com">www.HIRE360Chicago.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Illinois Black Chamber of Commerce Corporation</b>        875 N. Michigan Avenue, Suite 3100        Chicago, Illinois 60610        312 794-7765  <a href="mailto:siri.hibbler@illinoisblackchamberofcommerce.com">siri.hibbler@illinoisblackchamberofcommerce.com</a>  <a href="http://www.illinoisblackchamberofcommerce.com">www.illinoisblackchamberofcommerce.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b>        222 Merchandise Mart Plaza, Suite 1212 c/o 1871        Chicago, IL 60654        312-425-9500  <a href="mailto:info@ihccbbusiness.net">info@ihccbbusiness.net</a>  <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>

<p><b>Illinois State Black Chamber of Commerce *</b>  411 Hamilton Blvd., Suite 1404  Peoria, Illinois 61602  309-740-4430  309-672-1379  <a href="mailto:finance@ILBCC.org">finance@ILBCC.org</a>  <a href="http://www.ilbcc.org">www.ilbcc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>JLM Business Development Center*</b>  2622 W. Jackson Boulevard  Chicago, IL 60612  773-826-3064  773-359-4021 Fax  <a href="mailto:lady930@prodigy.net">lady930@prodigy.net</a>  <a href="http://www.jlmcenter.org">www.jlmcenter.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>LGBT Chamber of Commerce of Illinois *</b>  3179 N. Clark St., 2nd Floor  Chicago, IL 60657  773-303-0167  773-303-0168  <a href="mailto:admin@lgbtcc.com">admin@lgbtcc.com</a>  <a href="http://www.lgbtcc.com">www.lgbtcc.com</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Native American Chamber of Commerce of Illinois</b>  100 N. Riverside Plaza, Suite 1670  Chicago, IL 60606  630-926-1700  <a href="mailto:info@nacc-il.org">info@nacc-il.org</a>  <a href="http://www.nacc-il.org">www.nacc-il.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>NDIGO Foundation</b>  329 W. 18<sup>th</sup> Street, Ste 613  Chicago, IL 60616  312-264-6272  <a href="mailto:hhartman@ndigo.com">hhartman@ndigo.com</a>  <a href="http://www.ndigo.com">www.ndigo.com</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>	<p><b>Rainbow/PUSH Coalition *</b>  930 E. 50<sup>th</sup> Street  Chicago, IL 60615  773-255-9067  773-256-2768  <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a>  <a href="http://www.rainbowpush.org">www.rainbowpush.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Revolution Workshop</b>  3410 w. Lake Street  Chicago, IL 60624  773-934-3014  <a href="mailto:mrodriguez@revolutionworkshop.org">mrodriguez@revolutionworkshop.org</a>  <a href="http://www.revolutionworkshop.org">www.revolutionworkshop.org</a>  Maintains list of certified firms:  Provides training for businesses: Yes</p>	<p><b>South Shore Chamber, Inc. *</b>  1750 E. 71<sup>st</sup> Street  Chicago, IL 60649-2000  773-955- 9508  773-955-9554  <a href="mailto:info@southshorechamberinc.org">info@southshorechamberinc.org</a>  <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Sustainable Options for Urban Living, Inc. (SOUL)</b>  11603 S. Throop Street  Chicago, IL 60643  773-250-1770 Ext 702  773 250-1770  <a href="mailto:Cyndi@soul-program.com">Cyndi@soul-program.com</a>  <a href="http://www.soul-program.com">www.soul-program.com</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center *</b>  7415 E. End, Suite 120  Chicago, IL 60649  800-974-2808  866-873-2494 Fax  <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a>  <a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>

<p><b>The Monroe Foundation</b>  1547 South Wolf Road  Hillside, Illinois 60162  773-315-9720  <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a>  <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>	<p><b>Turn 2 Growth</b>  15475 S. Park  South Holland, IL 60473  708-913-4700  <a href="mailto:info@turn2growth.org">info@turn2growth.org</a>  <a href="http://www.turn2growth.org">www.turn2growth.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>US Minority Contractors Association, Inc. *</b>  1250 S. Grove Ave. Suite 200  Barrington, IL 60010  847-852-5010  847-382-1787  <a href="mailto:larry.bullock@usminoritycontractors.org">larry.bullock@usminoritycontractors.org</a>  <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a>  <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Women's Business Development Center *</b>  8 S. Michigan Ave., Suite 400  Chicago, IL 60603  312-853-3477x220  312-853-0145  <a href="mailto:edimenco@wbdc.org">edimenco@wbdc.org</a>  <a href="http://www.wbdc.org">www.wbdc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Women Construction Owners &amp; Executives (WCOE) *</b>  Chicago Caucus  308 Circle Avenue  Forest Park, IL 60130  708-366-1250  <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a>  <a href="http://www.wcoeusa.org">www.wcoeusa.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: No</p>	



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

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

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:** {Specification Number}

**Project Description:** {PROJECT DESCRIPTION}

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

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

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

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

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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

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Name of Company Representative	at	Address/Phone
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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,

*M/WBE Special Conditions for Commodities & Services 03.29.2019*

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:

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F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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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?

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

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

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

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

- A. Are any proposed joint venture employees currently employed by either venturer?  
 Currently employed by non-MBE/WBE (number) \_\_\_\_\_ Employed by MBE/WBE \_\_\_\_\_
  
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:  
 \_\_\_\_\_
  
- C. Which venturer will be responsible for the preparation of joint venture payrolls:  
 \_\_\_\_\_
  
- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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

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

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

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

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

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

\_\_\_\_\_ (names of affiants)

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

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

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

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

(SEAL)

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



**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

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

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.

**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.**

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: \_\_\_\_\_

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

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

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

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

\_\_\_\_\_  
(Email & Phone Number)

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



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

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<sup>1</sup> The Prime Contractor may claim an additional 0.5 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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Attach Additional Sheets as Needed

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

**III. Summary of MBE/WBE Proposal**

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

1. MBE Direct Participation

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

2. MBE Indirect Participation

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

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

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

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

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

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

\_\_\_\_\_  
(Phone)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

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

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

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

SEAL:

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

## EXHIBIT 11

### Supplemental Terms Relating to Executive Order 2021-2

#### SUPPLEMENTAL CONTRACT TERMS RELATING TO EXECUTIVE ORDER 2021-2

**1.1. Supplement to Special Conditions Regarding MBE Commitment and WBE Commitment or Special Conditions Regarding DBE Commitment: Quarterly Reporting**

**1.1.1. Policy**

Pursuant to Mayoral Executive Order 2021-2, contractors must submit quarterly reports regarding the utilization of MBE and WBE firms, or DBE firms, on their contracts.

**1.1.2. Projected Utilization Schedule**

Prior to contract award, anticipated contract awardee must submit a "Projected Utilization Schedule," in a form acceptable to the CPO, showing when and to what extent in the schedule for performance of the Contract the MBEs and WBEs or DBEs listed on the Schedules C and D for the Contract are expected to be used toward the contract-specific goals. Contracts that do not have goals are exempt from this requirement.

For master agreements for task order professional services awarded pursuant to a Request for Qualifications, Projected Utilization Schedules for each task will be submitted with the task order proposal and finalized prior to award or assignment of the task, as applicable.

The CPO may require explanations or submittal of a revised or more detailed Schedule at any time prior to or after award of the contract as the CPO deems appropriate in order to facilitate compliance with the M/WBE or DBE commitments of the Contract.

**1.1.3. Quarterly Summary Utilization Reports**

Each quarter, Contractor must submit a Summary Utilization Report, in a form acceptable to the CPO, comparing projected usage with actual usage. If actual usage is more than 5% below the value of projected usage (based on a percentage of the value of anticipated M/WBE expenditures), Contractor must provide an explanation for the discrepancy, and a recovery plan. Recovery plans should include a proposed revised Projected Utilization Schedule if Contractor anticipates that actual utilization will not meet projected utilization before the next quarterly report would be due. The CPO may require Contractor to meet with the City to discuss and revise the recovery plan as the CPO deems appropriate.

**1.1.4. Changes to Compliance Plan**

Requests for approval of revisions to Contractor's Compliance Plan must be accompanied by a revised Projected Utilization Schedule consistent with the request.

**1.2. Supplement to Standard Terms and Conditions: Business Diversity Program Reporting**

**1.2.1. Policy**

Pursuant to Mayoral Executive Order 2021-2, contractors must submit annual reports regarding the contractors' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

**1.2.2. Definitions**

"Business Diversity Program" means a program or initiative of a business enterprise which encourages or facilitates the use of minority-owned, women-owned, and other historically underutilized businesses as contractors, consultants, suppliers, or service providers for that business.

“Certified Firms” means firms possessing certifications recognized by the City of Chicago pursuant to MCC Chapter 2-92 or 49 CFR Parts 23 or 26. Specifically, MBEs, WBEs, BEPDs, VBEs, and DBEs.

**1.2.3. Business Diversity Program Reports**

Contractor must submit an annual report on July 1 of each year (or other date designated by the CPO) containing information about the Contractor’s Business Diversity Program, if information is available. However, for Contracts awarded June 1 through July 1, the due date for the first annual report will be August 1, all subsequent reports will be due July 1. Information to be provided will include:

- Whether Contractor has a Business Diversity Program.
- Description of the Contractor’s Business Diversity Program, if any.
- Information on expenditure of goods and services from minority-owned firms and women-owned firms during the prior calendar year, expressed in dollars and percentages, to the extent information is available. For reports due in 2021, information on expenditures in both 2019 and 2020 should be provided if available.
- For each year after the first year, information on progress or changes in the program in the prior year, if such information exists.

Reports shall be submitted to a City office or location anticipated to be identified by June 15, 2021.

**1.2.4. Applicability**

Contractor must submit the reports required by this Section 1.2 unless:

- (A) Contractor is a Certified Firm; or
- (B) The Contract is for professional consulting services of an individual who is either the majority owner of the Contractor or is him- or herself the contracting party as a sole proprietor; or
- (C) The aggregate award value of all City contracts awarded to Contractor between May 31 of the prior year and May 31 of the current year is less than \$100,000; or
- (D) The CPO has otherwise notified the Contractor in writing that the requirement does not apply or that an exception will be made as outlined in Mayoral Executive Order 2021-2.

However, Contractors not required to report may report voluntarily.

## COMMENTS/REMARKS

Department of Planning & Development Waiver of Subrogation applies in favor of the above additional insured with respect to the general liability, auto liability & workers comp as required by written contract.

The insurance afforded by this policy for the benefit of the additional insured shall be primary and non-contributory but only with respect to liability caused by or out of work performed by or at the direction of the named insured

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents or representatives.