

**REQUEST FOR PROPOSAL (“RFP”) FOR PAYMENT AND RECEIPT OF RESIDENTIAL DAILY
PARKING PERMIT VIA ELECTRONIC MEANS
SPECIFICATION NO. OCC2016.1**

REQUIRED FOR USE BY:

**CITY OF CHICAGO
OFFICE OF THE CITY CLERK**



THIS RFP DISTRIBUTED BY:

**CITY OF CHICAGO
OFFICE OF THE CITY CLERK**

**ALL PROPOSALS MUST BE ADDRESSED AND RECEIVED BY AUGUST 15, 2016 AT 4:00 P.M. CENTRAL
TIME TO:**

SUSANA A. MENDOZA, CITY CLERK
OFFICE OF THE CITY CLERK
ROOM 107, CITY HALL
121 NORTH LASALLE STREET, CHICAGO, ILLINOIS 60602

**RAHM EMANUEL
MAYOR**

**SUSANA A. MENDOZA
CITY CLERK**

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EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 2: Company Profile Information
- Exhibit 3: Company References/Client Profile Information
- Exhibit 4: Compensation Schedule
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate

REQUEST FOR PROPOSAL (“RFP”)

for

PAYMENT AND RECEIPT OF RESIDENTIAL DAILY PARKING PERMIT VIA ELECTRONIC MEANS

Specification No. OCC2016.1

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (City), acting through its Office of the Chicago City Clerk(Department), invites the submission of Proposals from firms with expertise and experience in the creation of electronic means of payment and receipt of Residential Daily Parking Permit.

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

The purpose is to find a qualified company to provide services identified in this RFP in the most cost-effective, professional and efficient way to the City of Chicago.

The City intends to and reserves the right to award one or multiple contracts to Respondents based on their proposal and specialized experience as a result of this RFP.

The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP document.

1.2 Internet Access to this RFP

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

In the event you do not have download capability, all materials may be obtained from the City of Chicago Office of the City Clerk, 121 North LaSalle Street Room 107

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

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print RFP document, the Respondent must contact the City of Chicago, Office of the City Clerk by emailing Clerkbids@cityofchicago.org to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFP.

II. DEFINITIONS

"City Clerk" means the chief executive officer of the Office of the City Clerk

"Department" means the City of Chicago Office of the City Clerk

"Respondent" means the companies or individuals who submit their Proposal/Qualifications in response to this RFP.

"Services" means performance of all tasks, activities and deliverables associated with individual as performed by qualified and licensed personnel of the Respondent for the requirements in Exhibit 1, Scope of Services.

III. BACKGROUND AND GOALS OF THIS REQUEST

The Office of the City Clerk ("OCC") oversees the issuance of Residential Parking Daily Permits ("RPD") to qualified Chicago residents with a resident record in the OCC's database record environment.

Resident records come into existence in two possible ways: (i) they are created automatically via OCC system integration with Illinois Secretary of State ("SOS") systems and (ii) they are created individually/manually by OCC sellers using existing OCC systems (e.g., upon customer request, supported by customer-provided sufficient evidentiary documentation). Regardless of how a resident record was created, Resident records are uniquely identified by Customer Code, and those records which have a Driver's License/State ID ("DLSID") number (principally, those records created by SOS integration) are uniquely identified by DLSID number as well. The roll of qualified residents is maintained exclusively by the OCC via the means outlined above.

RPDs are issued to qualified residents in single sheets consisting of 15 individual stickers with each sticker serving as a 24-hour permit to park in a single residential parking zone. In the present environment, these sheets can be purchased either in person at OCC/CoC retail locations, or they can be purchased online at <http://webapps1.cityofchicago.org/ezbuy/>. In the latter case, the RPDs are ordered/paid-for online, and back-office processes at OCC facilitate the generation of physical sheets and the mailing thereof.

RPDs are available to qualifying residents at a cost of \$8 per sheet. No more than 3 sheets may be issued in a 30 day period per household. RPDs are valid for 24 hours from the time of posting/activation. RPDs also have expiration dates clearly printed on each individual sticker. Once expired, RPDs are no longer valid. Once purchased or expired, RPDs are not transferable, not refundable, and are not exchangeable. Additional information on the daily parking permit

program can be found at <http://chicityclerk.com/city-stickers-parking/about-parking-permits>. The full dataset of Chicago streets which contain zone parking can be found at: <http://data.cityofchicago.org/>

The OCC annually sells approximately 200,000 sheets (which equates to roughly 3 million individual RPD stickers). Recent sales volume has trended upward, based on continued expansion of sales venues, continued expansion of the number of Chicago street segments with zone parking, and the 2015 ordinance change that allowed residents to begin purchasing 45 passes per 30 days, as opposed to a “30 passes per 30 days,” a rule that had stood for decades.

4.1 Description of Services

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

4.2 Contract Term

The initial contract term will be 36 months from the date on which a contract is awarded by the City. In addition, the contract may provide that the City may elect to extend the contract up to 12 months to provide for ongoing Service or until a new contract is established.

IV. GENERAL INFORMATION AND GUIDELINES

5.1 Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Office of the City Clerk.

All questions and requests for clarification must be submitted via e-mail to Clerkbids@cityofchicago.org. The subject line of the e-mail must clearly indicate that the contents are Questions and Request for Clarification about the RFP and are not a Proposal submission and must refer to Request for Proposal (RFP) No telephone calls will be accepted. All Questions and requests must be received no later than 4:00 p.m. Central Time, on August 2, 2016.

5.2 Deadline and Procedures for Submitting Proposal

1. To be assured of consideration, Proposal responses must be received by the City of Chicago, Office of the City Clerk no later than 4:00 P.M. Central Time on August 15, 2016. Office of the City Clerk can be reached at 312-742-5375.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 5.2.1 above. Only the City Clerk is empowered to determine whether to accept or return late Qualification responses.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be delivered to Office of the City Clerk Room 107, City Hall. The time of the receipt of all Proposals responses to this RFP will be determined solely by the clock located in the Office of the City Clerk in City Hall. It is Respondent's sole responsibility to ensure that the Proposals are received as required.

3. Proposals must be delivered to the following address:

City of Chicago
Office of the City Clerk
Attn: Steven Lu
Room 107, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

4. Respondent must submit 1 hardcopy original, 10 electronic copies in a searchable pdf format on a USB drive or CD-ROM. The original documents must be clearly marked as ORIGINAL, and must bear the original signature of an authorized officer of the business entity on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or box must be labeled as follows:

Proposals Enclosed
Request for Proposals (RFP) for Payment and Receipt of Residential Daily
Parking Permits via Electronic Means
Due: 4:00 p.m. Central Time, August 15, 2016.
Submitted by: (Name of Respondent)
Package ____ of ____

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposals submittal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposals. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determine if a Proposals response was submitted by the date and time specified herein.
7. The City Clerk Reserves the right to extend or change posting and other deadlines.

5.3 RFP Information Resources

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

- Search MBE/WBE Directory Database
- Addendums and Exhibits, if any

5.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	July 26,2016
Clarifying Questions Due	August 2,2016
Proposals Due	August 15,2016

5.5 Confidentiality

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

Mark the title page as follows: This RFP Proposal response includes trade secrets or other proprietary data (data) that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal submittal. The data subject to this restriction are contained in sheets (insert page numbers or other identification). The City, for purposes of this provision, will include any consultant assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City’s right to use information contained in the data if it is obtained from another source without restriction.

Mark each sheet or data to be restricted with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal submittal.

All submissions are subject to the Freedom of Information Act (FOIA).

V. PREPARING PROPOSALS: REQUIRED INFORMATION

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

6.1 Format of Proposal

Proposal response must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy Original, 10 electronic copies in a searchable pdf format on a USB drive or CD-ROM. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.

6.2 Required Contents of Proposals

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

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

6.2.1 Cover Letter

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

- (i) Outline the number of years Respondent has been in business and identify Respondent's legal name: (a) its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), (b) the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois.

If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity; and

- (ii) Indicate the name, title, telephone number(s) and e-mail address of the principal contact for this submittal.

6.2.2 Executive Summary:

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's (i) overall strategy and methodology for

successfully implementing the solution for the City of Chicago; (ii) capacity to perform the services in the RFP; and (iii) approach to project management, satisfying the scope of services in the RFP; and any additional factors for the City's consideration.

The executive summary must also address the following information:

- (i) Summarize the Respondent's five (5) largest active contracts including annual value specific to the scope of services described in Exhibit 1 of this RFP
- (ii) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") Commitment, attached to this RFP as Exhibit 5; and
- (iii) Acknowledgement of receipt of all Addenda issued by City, if any.

6.2.3 Response to Scope of Services (Exhibit 1)

Proposal response must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.

6.2.4 Professional Qualifications and Specialized Experience of Respondent and Team Members

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

A. Company Profile (Exhibit 2)

Respondent must submit responses to all questions in Exhibit 2.

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

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

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

- (i) Schedule B as shown in Exhibit 5, if joint venture or partnership includes City of

Chicago certified MBE/WBE firms(s), as applicable.

- (ii) Insurance certificate in the name of the joint venture or partnership business entity.

B. Company References/Client Profile Information (Exhibit 3)

Respondent must provide at least 2 references from the Respondent's active contracts listing as included in the Executive Summary. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone and email address.
- Description of Services provided similar to the Services outlined in Exhibit 1 of this RFP.
- The location of the project.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Contract.

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

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

C. Capacity to Perform Services

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

6.2.5 Professional Qualifications and Specialized Experience of Respondent and Key Personnel Committed to this Program

A. Key Personnel

Respondent must also provide a summary of the professional qualifications and experience of key personnel who will be dedicated to the services described in this RFP. For each person identified, describe the following information:

- Title and reporting responsibility.
- Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)

- Pertinent areas of expertise and past experience
- Base location
- Provide resumes of all key staff and note whether or not they are also part of the implementation team.

B. Organization Chart

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

- A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- The specific role of each of the entities in a team or joint venture for each task/work activity must be described.

6.2.6 Respondent’s Understanding, Approach and Plan for Implementing the Services

Respondent must include a comprehensive and detailed description of the process by which it will provide the Services as described in this RFP, including a plan for implementing and managing the Services.

A. Approach

The Respondent shall provide a description of their approach to addressing the requirements described in Exhibit 1, Scope of Services, in the form of an implementation and management plan.

The Respondent must address each of the above areas as described in Exhibit 1, Scope of Services. The Respondent must at a minimum respond to each of the requirements outlined in the Scope of Services, and describe any deviations from requirements or additional scope in the Respondent’s implementation plan.

B. Dedicated Resources

- Describe facilities, equipment, personnel, communication technologies and other resources available for implementing the proposed Services.
- Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago.
- Contract Management and Account Team .Provide a proposed organizational chart of your contract management and account team.

6.2.7 Compensation Schedule

Any contractor or vendor shall derive its entire compensation by collecting a fee in accordance with the City of Chicago Municipal Code Section 9-68-021.

6.2.8 Minority and Women Business Enterprises Commitment

Respondents are directed to examine the attached Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Exhibit 5 of this RFP. Respondent must describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level.

To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract.

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

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you may search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

6.2.9 Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years

and last quarterly report. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

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

6.2.10 Economic Disclosure Statement and Affidavit (“EDS”)

Upon the selection of the vendor, the selected vendor shall submit a completed Economic Disclosure Statement. No Contract shall be awarded without an approved EDS

6.2.11 Legal Actions

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

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

of preparation of financial statements or disclosure documents.

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

6.2.12 Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

VI. EVALUATING PROPOSALS

7.1 Evaluation Process

An Evaluation Committee (EC), comprised of representatives from the Office of the Chicago City Clerk, will review and evaluate the Proposal, as described below.

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

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Oral Presentations and/or Site Visits (if necessary)

Phase I - Preliminary Proposal Assessment

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

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the service requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's Proposal, experience, proposed approach, strategy and methodology for implementation and other factors based on the evaluation criteria outlined in Section 7.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section VI, for each Proposal submission received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void

the Proposal response and eliminate the Respondent from further consideration.

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

7.2 Evaluation Criteria

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

- A. Ability to meet all of the criteria detailed in Section 1.1, *Purpose of the Request for Proposal*, and Exhibit 1, Scope, as well as pertinent information contained in the General Invitation.
- B. Professional and Technical Competence:
 1. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP. This includes, but is not limited to, the following criteria:
 - Distribution Points and Product Availability
 - Shipping and Delivery
 - Inventory Management Programs
 - Quality Assurance Programs
 - Implementation Plan
 - Performance Management and Reporting Capabilities
 - Contract Management and Account Team
 - Value-Add Services (technical sales support, training, etc.)
 - Web and Mobile based application available and type
 - Product design and ease of use
 - Customer Service availability
 - Any other relevant factors necessary to evaluate the professional and technical competence of Respondent
 2. Respondent's Professional Qualifications and Specialized Experience on projects of similar scope and magnitude (e.g., specifically with respect to large government entities) for the Scope of Services.
 3. Respondent's Key Personnel Qualifications and Specialized Experience and local availability committed to the City account as shown in Exhibit 3.
 4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of

performance.

- C. Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for Implementing the solution at the City of Chicago.
- D. Compensation Schedule relative to information provided in Exhibit 4.
- E. MBE/WBE Participation - The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. Failure to meet this requirement may be cause for the Respondent to be disqualified.
- F. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- G. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- H. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.
- I. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent’s Proposal response, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

VII. SELECTION PROCESS

After the Evaluation Committee (EC) completes its review of Proposal in Phase II, it may submit to the Office of the City Clerk a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondents, or a recommendation to reject any or all Proposal.

Phase III - Oral Presentations and/or Site Visit

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the City Clerk, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information what was submitted in Respondent’s Proposal response; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the City Clerk or their

designee.

If the EC recommends one or more Respondents for selection, the recommendation will be forwarded to the City Clerk or their designee for authorization to enter into contract negotiations with the selected Respondent(s). The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent(s), including failure to agree on a fair and reasonable compensation schedule for the Services or any other terms or conditions, the EC may ask the City Clerk or their designee to terminate negotiations with the selected Respondent(s).

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

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

9.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the Take Out Sheet prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the Office of the City Clerk website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package and leave a business card, e-mail Clerkbids@cityofchicago.org or call in to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Office of the City Clerk.

Copies of the take-out list, and any addenda, are available from the Office of the City Clerk; and via the Internet at the Office of the city Clerk website: www.chicityclerk.com/bids

9.2 City's Rights to Reject Proposals

The City Clerk, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago may be utilized, to obtain the Services described in this RFP or as may otherwise be so required.

9.3 No Liability for Costs

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

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

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

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

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

Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

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

For purposes of this provision:

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

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

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

9.5 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

EXHIBIT 1 - SCOPE OF SERVICES

SCOPE OF WORK AND DETAILED SPECIFICATIONS

General

The Office of the City Clerk (“OCC”) seeks proposals to provide qualifying Residential Parking Daily Permit (“RPD” or “Permit” or “Sticker”) purchasers the ability to purchase RPDs via a website application and via a smartphone application which will create an electronic receipt, similar to the City of Chicago (“CoC”) Parking Meter program, thereby eliminating the need for a physical product, while still ensuring compliance with all applicable OCC and RPD rules and regulations.

Proposals must be responsive, timely, and meet all of the criteria established via this Scope of Services and any addenda.

Background

The OCC oversees the issuance of RPDs to qualified Chicago residents with a resident record in the OCC’s database record environment. Resident records come into existence in two possible ways: (i) they are created automatically via OCC system integration with Illinois Secretary of State (“SOS”) systems and (ii) they are created individually/manually by OCC sellers using existing OCC systems (e.g., upon customer request, supported by customer-provided sufficient evidentiary documentation). Regardless of how a resident record was created, Resident records are uniquely identified by Customer Code, and those records which have a Driver’s License/State ID (“DLSID”) number (principally, those records created by SOS integration) are uniquely identified by DLSID number as well. The roll of qualified residents is maintained exclusively by the OCC via the means outlined above.

RPDs are issued to qualified residents in single sheets consisting of 15 individual stickers with each sticker serving as a 24-hour permit to park in a single residential parking zone. In the present environment, these sheets can be purchased either in person at OCC/CoC retail locations, or they can be purchased online at <http://webapps1.cityofchicago.org/ezbuy/>. In the latter case, the RPDs are ordered/paid-for online, and back-office processes at OCC facilitate the generation of physical sheets and the mailing thereof.

RPDs are available to qualifying residents at a cost of \$8 per sheet. No more than 3 sheets may be issued in a 30 day period per household. RPDs are valid for 24 hours from the time of posting. RPDs also have expiration dates clearly printed on each individual sticker. Once expired, RPDs are no longer valid. Once purchased, or expired, RPDs are not transferable, not refundable, and are not exchangeable. Additional information on the daily parking permit program can be found at <http://chicityclerk.com/city-stickers-parking/about-parking-permits>. The full dataset of Chicago streets which contain zone parking can be found at: <http://data.cityofchicago.org/>

The OCC annually sells approximately 200,000 sheets (which equates to roughly 3 million individual RPD stickers). Recent sales volume has trended upward, based on continued expansion of sales venues, continued expansion of the number of Chicago street segments with zone parking, and the 2015

ordinance change that allowed residents to begin purchasing 45 passes per 30 days, as opposed to a “30 passes per 30 days,” a rule that had stood for decades.

Vendor Solution

The solution proposed by the vendor will be considered to the degree the vendor can demonstrate compliance with the following specifications:

(1) Information Technology

a. Functional Specifications:

i. Integration with OCC systems

The OCC (using existing contracted technology vendors) maintains a collection of applications commonly known as the Sales Application Suite (hereafter, “SAS”), which (i) maintains all of the essential data related to sales of daily permits (and other products not germane to this RFP), as well as (ii) facilitates the actual processing of transactions which creates the products which are provided to customers. One of these applications is the “Third Party Seller API” (hereafter, “3PS-API”), which is a java-based app which existing OCC-contracted third party sellers use to sell a variety of OCC products (such as Vehicle Stickers: <http://chicityclerk.com/city-stickers-parking/about-city-stickers>). This API works as a standard a call/response protocol.

The 3PS-API is currently being enhanced to support the sale of digital RPDs (i.e., the subject of this RFP). When this enhancement is complete, the 3PS-API shall provide the following high-level functionalities, which vendors application suite must integrate with:

1. Resident management:

Vendor application makes a call to 3PS-API: find/update resident record. Resident records are uniquely identified with a customer code or DLSID (this is information the customer will already be privy to.) Only limited data fields can be updated by End Users, per OCC business rules; for example, OCC allows EZ>BUY online customers to update unit type / unit number, but not update the full address.

3PS-API responds with an affirmative or negative response. In the case of the affirmative, various data fields will be returned to the vendor app, reflecting the successful search result and various status data. In the case of the negative, an error message will be returned; for example, the search/update call was made with information that does not match any existing resident record.

2. Create Daily Permit Sheet(s):

Vendor application makes a call to 3PS-API: create Daily Permit record.

3PS-API responds with an affirmative or negative response. In the case of the affirmative, various data fields (including daily permit number, zone number, etc.) will be returned to the vendor app, reflecting the successful creation of a daily permit record. In the case of the negative, an error message will be returned; for example, vendor app commanded the creation of a daily permit record for a resident record where that resident record is not eligible to purchase per OCC business rules/regulations.

3. Resolve Issues:

Inevitably, as with all technologies, errors will occur in the course of the aforementioned integration activities. For example, items will be created that shouldn't have been, or updates will be made that shouldn't have been made. These should be an extremely rare situation. When this does occur, the following call can be used to resolve the issues independent of the OCC. Without this functionality, any/all wrongful actions would only be resolvable by OCC personnel using OCC-side systems.

Vendor application makes a call to resolve error for a specific record in the Resident record set or the Daily Permit record set.

3PS-API responds with an affirmative or negative response. In the case of the affirmative, various data fields will be returned to the vendor app, reflecting the successful resolution of the issue. In the case of the negative, an error message will be returned; for example, the call was sent with information that does not match any existing records.

ii. Vendor App Services

1. Baseline Service (Daily Pass Activation/Management)

Upon receiving an affirmative response to the "Create Daily Permit Sheet(s)" call, Vendor Application shall create a localized version ("localized" meaning: in the vendor environment) of the daily permit sheet, and for each sheet record returned, shall create 15 individual records corresponding to the 15 individual passes that would have been provided in the scenario of physical permit sheet.

Vendor application shall thereafter enable Vendor App end users/customers to "activate" an individual pass record: end user shall enter the following information:

- Vehicle License Plate State
- Vehicle License Plate Number
- Activation Date / Time (which can either be real-time time-stamp or a future date/time entered by the end user). Notably, restrictions will apply related to non-real-time date/times which the Vendor App must enforce.

2. API for CoC Enforcement

Vendor shall develop (based on to-be-completed specifications agreed upon by a joint OCC-Vendor Team), host, administer, maintain and support two applications related to street-level enforcement of the digital daily permit program. These applications will allow end users to search for and retrieve Daily Pass Activation data. Thus, enforcement agents on the street shall be able to immediately determine whether a vehicle they observe in a restricted area has an activated and unexpired digital daily pass or not; for example, agents would be able to query present digital daily pass usage for a specific plate state and a like search for vehicle plate number.

The two applications shall be: (i) a secure web-based application, which shall be “mobile friendly” (for example, is fully responsive design OR has a specially-created mobile-version of a main site, which is maintained alongside the main site) and (ii) an API which CoC applications/devices can directly access.

Notably the web-based application(s) shall be essential for an initial pilot phase of the digital daily permit program, and the API will need to be aggressively built-out, as this API will be essential for large-scale implementation of the digital daily permit program.

3. Access to Data

All data created by the Vendor as it relates to Daily Pass Activation/Management and other services managed by the vendor (aside from PCI-restricted payment information) shall be considered unrestricted property of the City of Chicago, which the vendor shall enable the OCC to access at no additional cost. To that end, vendor shall minimally provide the following:

- a. In partnership with the OCC, Vendor shall provide a solution whereby all data older than 24 hours/1 business day shall be fully accessible to OCC/CoC querying. This solution can be accommodated by enabling OCC system administrators to directly access a vendor-managed data warehouse / reporting

database, or by pushing all data to an OCC/CoC environment, or by other means to be designed and agreed upon by OCC and the vendor.

- b. Vendor shall develop (based on to-be-completed specifications agreed upon by a joint OCC-Vendor Team), host, administer, maintain and support and make available to OCC one or more of the following, to be finalized in collaboration with OCC:
 - i. A secure web-based application which OCC designated users shall be able to use to make real-time searches as it relates to data created/maintained by the vendor. Notably, a web-based app of this nature could be an extension of the enforcement web-based app outlined above; however, the two different groups of web-based app end users (i.e., enforcement agents v. OCC personnel) would need to be provided with different levels of access to information. For example, OCC users could access full data, whereas enforcement users could only access those fields related to enforcement, such as plate number, permit start/end time, etc.
 - ii. An API that OCC applications shall be able to access and thereby acquire the Vendor-side data that would otherwise be available via the aforementioned web-based app. Notably, an API of this nature could be an extension of the enforcement API outlined above; however, the two different groups of API end users (i.e., enforcement agents v. OCC personnel) would need to be provided with different levels of access to information. For example, OCC users could access full data, whereas enforcement users could only access those fields related to enforcement, such as plate number, permit start/end time, etc.
- c. Independently of the services outlined above, Vendor shall at any time respond to any “bulk data”/ETL requests made by the CoC, whereby any/all data shall be provided via a means outlined by the City of Chicago. There shall be no additional costs for this service, and the request shall be responded to in a reasonable timeframe.

4. Routine Operational Reporting

Vendor shall establish a system for use by authorized representatives of the OCC to create reports that are necessary for the administration of the digital daily permit program. :

- Live reporting of accounts receivable from vendor;
- Live reporting on RPDs in use by an authorized household;
- Live reporting on vehicle information for every RPD issued – both current and past;
- Archive reporting for each authorized household, including reports with customized date and usage history;
- Live reporting on payment status for every authorized household;
- Live commenting for authorized OCC representatives for each authorized household account;
- Customizable reports for Active, Inactive, and Other authorized households; AND
- Any other report(s) necessary to operate, administer, and/or enforce the policies and procedures of the OCC as they relate to RPDs and related programs.

5. Miscellaneous End User Features

The vendor app shall provide a series of end-user facing features, including minimally:

- a. Ability to store and manage multiple Resident records. For example, some Chicago residents have two actual Resident data records: one record for an address where they reside, and another record for an address of a building they own/manage.
- b. Ability to view Daily Permit purchasers made via the app.
- c. Ability to send an email version of a daily pass purchase to an End User's designated email account.
- d. Ability to view digital Daily Pass usage consumed by the user.
- e. Ability to send an email version of a daily pass usage record to an End User designated email account.
- f. Ability to manage end user profile information, such as name, billing address, email address and other contact information, etc. (Please note: this profile information is distinct and separate from the Resident record data that is maintained by OCC.)
- g. Ability to store credit card, debit card, and any other acceptable forms of payment, as well as the ability to update and add new payment methods.
- h. Ability in the smart phone app to generate reminders/notifications (leveraging existing smart phone

architectures within Apple iOS/Google Android, etc.) as to when a permit shall be expiring.

- i. Ability to have email/text reminders sent to End User designated email addresses/mobile numbers, so as to serve as a reminder of expiration to other persons (for example, those persons whose vehicles are being parked using the End User's daily pass).
- j. Ability to manage user preferences.
- k. Ability to report problems/bugs/issues related to the app.
- l. Ability to review troubleshooting tips related to the app.

b. Technical Specifications:

- i. Smart phone apps must be available for free download minimally on the Apple App Store, Google Play Store and Windows Phone Store. In-app purchases shall be expressly forbidden if they interfere with or place additional costs on the End User's experience related to the basic purchasing of RPDs and usage of items.
- ii. Vendor technologies shall not directly provide any feature or support any integration that expressly enables the misuse of RPDs or activities related to the program, such as providing a forum for End Users to sell RPDs.
- iii. Vendor technologies shall abide by any present and future information technology security requirements as promulgated by the City of Chicago – Department of Innovation and Technology.
- iv. Vendor technologies shall abide by all PCI/financial information security requirements as promulgated by the US Federal Reserve Bank and other federal monetary institutions.
- v. Updated/most current vendor smart phone applications shall have a zero-downtime availability: the application shall be completely available to end users to activate/use passes 24/7/365, except for those instances where the smart phone app is being updated by the End User to a more recent release. Vendor web-based applications shall have 99.9% availability, with downtime acceptable only for as-needed maintenance. Vendor technologies shall be supported by a robust back-up and recovery plan, with multiple redundancies to ensure non-interruption of service.

c. Additional Future Specifications

The OCC reserves the right to promulgate additional requirements, in regards to integration with CoC systems, vendor-side application features/services, and any other functional/technological/administrative capacities as it relates to the general scope of effective administration of a digital daily permit program. During the entire term of the contract, the vendor shall be required to comply with these evolving requirements

(which shall be developed in collaboration with the vendor), and to comply in a reasonable timeframe. The OCC reserves the right to determine specific details as to such requirements and deliverable timeframes.

d. Modification/Cancellation of Promulgated Specifications

The OCC reserves the right to cancel or refine any requirements, in regards to integration with CoC systems, vendor-side application features/services, and any other functional/technological/administrative capacities as it relates to the general scope of effective administration of a digital daily permit program. During the entire term of the contract, the vendor shall be required to comply with these evolving requirements (which shall be developed in collaboration with the vendor), and to comply in a reasonable timeframe. The OCC reserves the right to determine specific details as to such requirements and deliverable timeframes.

(2) Legal Compliance

Vendor technologies shall abide by all rules and regulations for the preservation of data as including the Illinois Records Retention Act, the Illinois Personal Information Protection Act, the Federal Driver's Privacy Protection Act, and any other applicable federal, state and local law(s).

(3) Customer Service & Performance Management

a. Customer Service

End User Vendor's Customer Service Representatives shall be available by phone, email and in-app communications (if vendor app provides the latter) 24 hours per day to both qualifying households AND the OCC to provide instructions and information on how to use the web and/or mobile based RPD system, handle complaints, and provide information on general procedures and policies.

The OCC reserves the right to promulgate reasonable specific Service Level Agreements related to customer service delivery.

b. Performance Management

Vendor shall design, implement and manage an incident management program whereby any and all identified/reported end user issues shall be catalogued, and that this catalogue can be used as a basis of communicating issues to the OCC.

(4) Intellectual Property

All data created by the Vendor as it relates to Daily Pass Activation/Management, and other services managed by the vendor (aside from PCI-restricted payment information) shall be considered unrestricted property of the City of Chicago Vendor shall never delete or purge any production-environment data related to this engagement unless specifically authorized via the

OCC. Unless expressly and specifically authorized by End Users/Customers, the vendor shall not sell, share or divulge any data related to this program with any external parties.

(5) Payment Processing

Vendor shall provide a mechanism for payment processing that includes, but is not limited to:

- Collection of RPD remittances received via electronic payment;
- Daily reporting of all remittances received via electronic payment;
- Processing of all payments within 1 business day, and deposit of remittances within 4 business days;
- Updating of database/computer records on a real time basis for all payment statuses; AND
- Provide any other web/mobile based mechanism(s) required to operate the proposed system.

(6) General / Miscellaneous Specifications

The vendor shall make the OCC aware of any service requirements not mentioned which may be necessary or prudent towards the successful implementation of this program.

Contract Term

(1) Initial Term

The Initial Term for this Contract will be 36 months, unless terminated earlier or extended pursuant to the terms of the contract.

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

The start date will be no later than the first day of the succeeding month from the date shown as the Contract Award and Release Date on the Proposal Acceptance Page.

Price

Vendor must comply with City of Chicago Municipal Code Section 9-68-021.

EXHIBIT 2 - COMPANY PROFILE INFORMATION

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

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

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

(7) Number of Years in Business: _____

(8) Total Number of Employees: _____

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

(10) Total Number of Active Contracts with Government Entity: _____

List Name of Government Entity:

(11) Total Number of Active Contracts Valued at \$5 million annually or greater

EXHIBIT 3 - COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 2 references.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	

QUESTIONS:

1. In what capacity have you worked with this firm in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

3. How would you rate the firm's flexibility relative to changing requirements and emergent needs? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. How would you rate the dynamics/interaction between the firm and your staff? (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
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COMMENTS:

5. How satisfied are you with the products provided by the firm?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. What is your level of satisfaction with reporting materials produced by the firm?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

7. With which aspect(s) of this firm's services are you most satisfied?

COMMENTS:

8. With which aspect(s) of this firm's services are you least satisfied?

COMMENTS:

9. Would you recommend this firm's services to your organization again?

COMMENTS:

EXHIBIT 4 - COMPENSATION SCHEDULE – AS PER THE CITY OF CHICAGO MUNICIPAL CODE

Any contractor or vendor shall derive its entire compensation by collecting a fee in accordance with the City of Chicago Municipal Code Section 9-68-021.

**EXHIBIT 5 - SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE
COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE
PROFESSIONAL SERVICES**



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

PROFESSIONAL SERVICES MBE & WBE SPECIAL CONDITIONS

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL SERVICES

I. POLICY AND TERMS

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

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

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

MBE Contract Goal: 0%
WBE Contract Goal: 0%

The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the

contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts of such contractor), or by any combination of the foregoing.

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

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

The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

II. DEFINITIONS

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

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

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners,

affiliates and joint ventures of such person or entity.

- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.
- h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i. "Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.
- l. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or 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.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

- n. "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- o. "Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.
- p. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- q. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- r. "Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations.

III. **Joint Ventures**

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

- A. The joint venture may be eligible for credit towards the contract's MBE/WBE participation goals only if:
 1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
 2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
 3. Each joint venture partner executes the bid to the City; and
 4. The joint venture partners have entered into a written agreement specifying the terms

and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

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

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

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

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the contract's MBE/WBE participation goals.

- C. Schedule B: MBE/WBE Affidavit of Joint Venture

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

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

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

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

IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS

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

Firms that are certified as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only listed on the bidder’s compliance plan under one of the categories, but not both. **Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
 - 1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its

Area of Specialty in which it is certified counts toward the Contract Specific Goals.

- C. If the MBE or WBE performs the work itself:
 - 1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). **0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals**
- D. If the MBE or WBE is a manufacturer:
 - 1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- E. If the MBE or WBE is a distributor or supplier:
 - 1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE or WBE is a broker:
 - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - 1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
 - 2. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
 - 3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
 - 1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - 2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C.1. above).
 - 3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract

Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

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

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

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

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

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement

Officer, in 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.

A. Direct/Indirect Participation

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

1. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal.. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Name, address, email and telephone number of MBE/WBE firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, email, etc.).
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
 - v. Affirmation that Good Faith Efforts have been demonstrated by: choosing subcontracting opportunities likely to achieve MBE/WBE goals; not imposing any limiting conditions which were not mandatory for all subcontractors; providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:

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

B. Assist Agency Participation

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices, or standards not previously known by the Chief Procurement Officer,

or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

VI. PROCEDURE TO DETERMINE 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: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

A. **Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or 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 accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening.

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

B. **Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

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

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

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

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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

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

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

VIII. CHANGES TO COMPLIANCE PLAN

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal;
 8. Subcontractor provided false information; or
 9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
 3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.

4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
 5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

IX. NON-COMPLIANCE AND DAMAGES

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

X. Arbitration

A. In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary

rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI Equal Employment Opportunity

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

ATTACHMENT A – ASSIST AGENCY

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave. Suite 2800 Chicago, IL 60601 Phone: (312) 624-7733 Fax: (312) 624-7734 Web: www.ablechicago.com</p> <p>Alliance of Minority and Female Contractors c/o Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239</p> <p>American Brotherhood of Contractors Business Development Center 11509 S. Elizabeth Chicago, IL 60643 Phone: (773) 928-2225 Fax: (773)928-2209 Web: www.american-brotherhood.org</p> <p>Asian American Institute 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Web: www.aaichicago.org</p> <p>Association of Asian Construction Enterprises 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: nakmancorp@aol.com</p> <p>Black Contractors United 400 W. 76th Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Web: www.blackcontractorsunited.com</p> <p>Chatham Business Association Small Business Development, Inc. 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Web: www.cbaworks.org</p>	<p>Chicago Area Gay & Lesbian Chamber of Commerce 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Web: www.glchamber.org</p> <p>Chicago Minority Supplier Development Council, Inc. 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Web: www.chicagomsdc.org</p> <p>Chicago Urban League 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Web: www.cul-chicago.org</p> <p>Cosmopolitan Chamber of Commerce 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Web: www.cosmochamber.org</p> <p>Federation of Women Contractors 5650 S. Archer Avenue Chicago, IL 60638 Phone: (312) 360-1122 Fax: (312) 360-0239 Web: www.fwcchicago.com</p> <p>Hispanic American Construction Industry Association (HACIA) 901 West Jackson Boulevard, Suite 205 Chicago, IL 60607 Phone: (312) 666-5910 Fax: (312) 666-5692 Web: www.haciaworks.org</p> <p>Illinois Hispanic Chamber of Commerce 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: (312) 425-9500 Fax: (312) 425-9510 Web: www.ihccbusiness.net</p>
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Latin American Chamber of Commerce

3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners

Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Web: www.nawbochicago.org

Rainbow/PUSH Coalition

International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Minority Contractors Association

1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Web: www.suburbanblackcontractors.org

Uptown Center Hull House

4520 N. Beacon Street
Chicago, IL 60640
Phone: (773) 561-3500
Fax: (773) 561-3507
Web: www.hullhouse.org

Women Construction Owners & Executives (WCOE)

Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Web: www.wcoeusa.org

Women's Business Development Center

8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Web: www.wbdc.org

Chicago Women in Trades (CWIT)

4425 S. Western Blvd.
Chicago, IL 60609-3032
Phone: (773) 376-1450
Fax: (312) 942-0802
Web: www.chicagowomenintrad.es.org

Coalition for United Community Labor Force

1253 W. 63rd Street
Chicago, IL 60636
Phone: (312) 243-5149

Illinois Black Chamber of Commerce

331 Fulton Street, Suite 530
Peoria, IL 61602
Phone: (309) 740-4430
Fax: (309) 672-1379
www.ilbcc.org

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621

South Shore Chamber, Incorporated

Black United Funds Bldg.
1750 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 955- 9508

United Neighborhood Organization (UNO)

954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301
Fax: (312) 432-0077
Web: www.uno-online.org

National Organization of Minority Engineers

33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Web: www.nomeonline.org

(January 2012)

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____
Description: _____

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative Address/phone

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

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

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

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

Sincerely,

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

This form need not be submitted if all joint 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: _____

(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:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:
A. Which firm and/or individual will be responsible for keeping the books of account?

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

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

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

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.

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)

NOTICE REGARDING SCHEDULE C AND D FORMS

For your convenience hard copies of Schedules C and D are attached to this specification, however, fillable forms in an electronic format are available at <http://cityofchicago.org/forms>. Bidders and subcontractors may submit printed copies of the completed electronic forms with their bids (this includes both Schedule D from the bidder as well as Schedules C from subcontractors).

SCHEDULE C-1

**Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: _____

Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes _____ No _____

WBE: Yes _____ No _____

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Proposer)

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

_____ Sole Proprietor

_____ Corporation

_____ Partnership

_____ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of _____ to _____ for a period of five years.

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

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

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

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

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

I HEREBY DECLARE AND AFFIRM that I am 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 (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

- 1. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
- 2. Name of MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount of Participation \$ _____
Percent Amount of Participation: _____ %
- 3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

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

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

Name _____ Phone Number: _____

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

Signature of Affiant (Date)

State of _____
County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name /s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument
was executed).

(Seal)

Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

and duly authorized representative of _____
(Name of Prime Consultant /Contractor - Print or Type)

(Address of Prime Consultant/Contractor) (_____)
(Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ _____

Total WBE: \$ _____

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

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

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

Signature of Notary Public

(Seal)

EXHIBIT 6 - ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

UPON THE SELECTION OF THE VENDOR, THE SELECTED VENDOR SHALL SUBMIT A COMPLETED ECONOMIC DISCLOSURE STATEMENT. NO CONTRACT SHALL BE AWARDED WITHOUT AN APPROVED EDS

EXHIBIT 7 - INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent 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 is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Errors & Omissions/Professional Liability

When any system technicians/engineers, network consultants/designers, project managers or electronic data processing EDP professionals including but not limited to system programmers, hardware and software designers/consultants or other professional Consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include but not limited to performance of or failure to perform EDP, performance of or failure to perform other computer services, and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing work for the Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

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

6) Property

All Risk Property/installation insurance must be maintained by the Consultant at full replacement cost insuring loss or damage to property site of Consultant and City of Chicago property therein including Office of the City Clerk system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the Agreement during the course of design, development, installation, upgrade testing storage maintenance and/or repair. The City of Chicago is to be named as an additional insured and loss payee.

Consultant is to provide evidence of All Risk Property Insurance to protect against loss of, damage to, or destruction of the property site of Consultant that is part of the Agreement.

Consultant is responsible for all loss or damage to or destruction of City property/equipment at property site of Consultant that is part of the Agreement.

Consultant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Consultant.

B. ADDITIONAL REQUIREMENTS

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent 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 certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant 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.

The Consultant must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation

against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Consultant must require all Subcontractors to provide the insurance required herein, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Agreement.

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

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	
Address (Street):		Contract #:	
(City/State/Zip)		Project #:	
Description of Operation/Location:			

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

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

- a. Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago Office of the City Clerk & City of Chicago are additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago Office of the City Clerk and City of Chicago."
- b. The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the Office of the City Clerk and City.
- c. Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago Office of City Clerk and City of Chicago.
- d. The receipt of this certificate by the Office of the City Clerk and City of Chicago does not constitute agreement by the City Clerk nor the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Office of the City Clerk	Address _____
121 N. LaSalle St., Room 107	Telephone _____
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.)				
Address:		ZIP Code:		Attention:

