

**CITY OF CHICAGO  
DEPARTMENT OF AVIATION  
Leak Repairs to Concourse B&C Pedestrian Tunnel**

**PART ONE OF THREE  
INSTRUCTIONS AND EXECUTION DOCUMENTS  
SPECIFICATION NO.: 1186466**

**PROJECT NO.: H1170.19-01**



**CITY OF CHICAGO  
Lori E. Lightfoot  
Mayor**



**CHICAGO DEPARTMENT OF AVIATION  
Jamie L. Rhee  
Commissioner**

**Issued by:**

**DEPARTMENT OF PROCUREMENT SERVICES  
Shannon E. Andrews  
Chief Procurement Officer**

**February 13, 2020  
Issued for Bid**



**INSTRUCTIONS AND EXECUTION DOCUMENTS  
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# **Bid Package Contents**

**Specification No.: 1186466**

**Project No.: H1170.19-01**

## **Downloadable Files**

- **Appendix 1 eProcurement**
- **Part One of Three – Instructions and Execution Documents**
- **Part Two of Three – General Conditions**
- **Part Three of Three – Technical Specifications**
- **Construction Safety Manual**
- **Drawings**

## APPENDIX 1 ePROCUREMENT

This is an eProcurement Bid. Bids are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts. The following provisions apply to this bid and supersede any conflicting provisions in Books 1, 2, and 3.

### **1. Obtaining the Bid Documents**

Bidders are solely responsible for obtaining all Bid Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL:

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

Click on "Current Bids."

In order to receive notice of clarifications and addenda, Bidders must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Bidders up for notifications.

Bid Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists go to "GetStarted Online" and search by the specification number.

### **2. Clarifications and Addenda**

The City will send an email notification to suppliers who have indicated intent in a Bid that an addendum or clarification has been issued. The Clarifications and Addenda incorporated into the electronic bid document available at the following URL:

<https://www.cityofchicago.org/eProcurement>

Suppliers that have indicated interest in a Bid will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Bidder from the obligation to bid according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic Acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Bid. Any harm to the bidder resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this bid solicitation.

### **3. Questions Regarding the Bid Documents; Bidder Inquiry Deadline**

All inquiries regarding the Bid Documents or procurement process may be directed to the Procurement Specialist/Senior Procurement Specialist via email at [CDABidquestions@cityofchicago.org](mailto:CDABidquestions@cityofchicago.org)

**The Bidder Inquiry Deadline is listed on the front cover of the Bid Documents under "Deadline for Questions."** Inquiries received after the Bidder Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Bidders may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City.

### **4. Completion of the Bid Documents**

Each Bidder must complete all of the forms listed on the Bid Submittal Checklist (with the exception of the Proposal Pages) in the Requirements section and scan and upload them as attachments to the electronic bid submission. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the City.

Bidders must submit their pricing electronically by filling out bid lines in the electronic Price Schedule in the iSupplier system.

Bidders must use the Bid Execution Page that is appropriate for their form of business organization (e.g., sole proprietorship, corporation, partnership, or joint venture). The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the City that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the City, the Contract Documents. Signatures must be sworn before a Notary Public. The form must be printed, signed, notarized and scanned then uploaded as an attachment to the electronic bid submission.

#### **5. Date, Time, and Place**

Bids are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the Bid Documents, or any addendum issued by the City to change such Bid Opening Date. No bid will be accepted after the Bid Opening Date. The time of the receipt of the bid will be determined solely by the "Time of Quote" generated by the iSupplier system.

#### **6. Bid Deposit**

##### **2% of the Total Base Bid**

When submitting an electronic bid, scan and upload a copy of your bid deposit with your submittal documents. The 1<sup>st</sup> and 2<sup>nd</sup> apparent low bidders will be required to deliver their original and properly executed bid deposit to the Bid & Bond Room within 2 business days following the Bid Opening Date.

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## DOCUMENT SUBMITTAL CHECKLIST

**This checklist is intended to assist Bidders but does not necessarily reference all documents required in this particular Specification. Bidders should review this entire Part One for additional requirements. Missing forms may invalidate a bid.**

1. Bid Form properly completed. \_\_\_\_\_
2. Award Criteria Determination completed. \_\_\_\_\_
3. Schedule of Prices, completed and totaled. \_\_\_\_\_
4. Appropriate Proposal Page completed, signed and notarized. \_\_\_\_\_
5. Department of Procurement Services Bid Bond/Bid Deposit. \_\_\_\_\_
6. Addenda (if any) acknowledged on the Proposal Page. \_\_\_\_\_
7. Online EDS Number Provided. \_\_\_\_\_
8. Online EDS Certificate of Filing. \_\_\_\_\_
9. MBE/WBE Compliance Plan.
  - a. Schedule B: Affidavit of MBE/WBE Joint Venture, if applicable; completed, signed and notarized \_\_\_\_\_
  - b. Schedule C-1: Letter(s) of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant, if applicable; completed and signed. \_\_\_\_\_
  - c. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan, if applicable , completed and signed. \_\_\_\_\_
  - d. Request for a reduction or waiver of MBE/WBE Goals. \_\_\_\_\_
10. Contractor's Statement of Experience and Financial Condition on File. \_\_\_\_\_
11. Affidavit of Uncompleted Work completed, signed and notarized. \_\_\_\_\_
12. Proper Insurance Certificate provided. \_\_\_\_\_
13. Certificate regarding Removal of All Waste Materials and Dump Sites. \_\_\_\_\_
14. Affidavit of Chicago Business. \_\_\_\_\_
15. Sexual Harassment Affidavit \_\_\_\_\_

## **PRE-BID CONFERENCE NOTICE**

A pre-bid conference, for all Bidders interested in submitting bids for the Work under this Contract, relating to site conditions, and any other requirements and clarifications regarding this Project, will be held by the Department of Aviation at the time and place stated in the Legal Advertisement.

**If any Persons interested in submitting bids for this Contract have questions, all such questions or requests for clarification must be submitted to the following e-mail address:**

CDABidquestions@cityofchicago.org

The Specification number listed below **MUST** be included in the subject line of your e-mail.

All questions must be submitted no later than 5:00 P.M. C.S.T. on March 2, 2020 or no response will be provided except at the discretion of the Chief Procurement Officer.

Project Name: Leak Repairs to Concourse B&C Pedestrian Tunnel

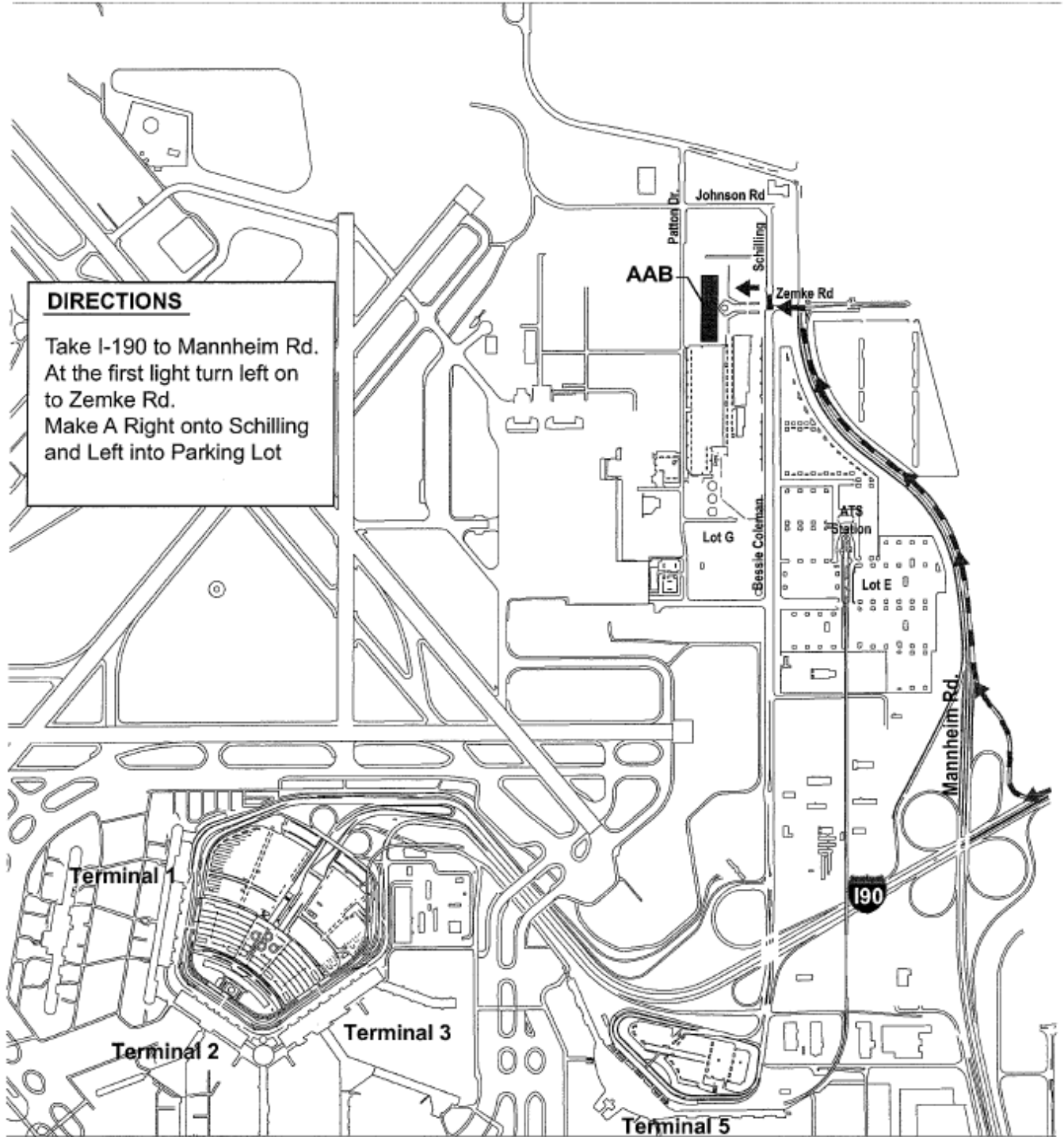
Specification No.: 1186466

### **PLANS AND SPECIFICATIONS AVAILABLE AT:**

CITY OF CHICAGO DEPARTMENT OF PROCUREMENT SERVICES  
Bid and Bond Room  
Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

# PRE-BID LOCATION MAP

**AVIATION ADMINISTRATION BUILDING (AAB)  
10510 WEST ZEMKE ROAD  
CHICAGO, IL 60666**



## PROJECT OVERVIEW

**Project Name:** Leak Repairs to Concourse B&C Pedestrian Tunnel  
**Specification No.:** 1186466  
**CDA Project No.:** H1170.19-01

### General Description of the Work:

The Work consists of furnishing all means, methods, labor, materials, tools, equipment, transportation and services for performing the General Work, Civil Work, Structural Work, Architectural Work, Mechanical Work and Electrical Work as shown on the Drawings and as described in the Technical Specifications, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the City. This includes, but not limited to:

Demolition and reconstruction of the existing B/C Tunnel pavement expansion joints and drip tray systems at the interfaces with Concourses B & C; demolition and reconstruction of a Concourse C pass through including trench drains and expansion joint work in the vicinity; installation of active crystalline waterproofing at leaking cold joints in the public atrium paces at Concourses B & C; and replacement of existing drop tray systems within the B/C Tunnel.

This description of work is intended to be general in nature and is neither a complete description nor a limitation on the Work to be performed. Contractor must perform all Work described in the Contract Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**Estimated Project Cost:** \$5,500,000 to \$7,000,000

**Advertisement Date:** February 13, 2020

**Pre-Bid Conference Date/Time:** February 24, 2020 at 10:00 AM

**Question Cut-Off Date/Time:** March 2, 2020 at 5:00 PM, C.S.T

**Bid Opening Date/Time:** March 19, 2020 at 11:00 AM, City Hall, Bid and Bond, Room 103, Chicago, IL 60602

### Plan Fee/Deposit:

For this Project, Contract Documents will be downloaded via eProcurement. Reference section APPENDIX 1 ePROCUREMENT.

### Bid Deposit/Bond:

For this Project a bid deposit is required in the amount of 2% of the contract base bid in the form of a bond, or the equivalent in cashier's check, money order or certified check.

**MBE Contract Specific Goal:** 28.08%

**WBE Contract Specific Goal:** 7.78%

### Award of Contract:

A contract will be awarded per the basis of award stated on the bid form.

### Inspection of Site:

The Bidder is expected to inspect the site of the Work. All requests to visit the site of the Work must be made prior to the question cut-off date specified in Section 1, Chapter 13 - Interpretation of Contract Documents. No allowance will be made for any difficulties that may be encountered in executing the Work due to a failure of the Bidder to inspect the Site. Requests for Site Inspections must be submitted to the following e-mail address and include the Specification number on the subject line: [CDAbidquestions@cityofchicago.org](mailto:CDAbidquestions@cityofchicago.org)

## SECTION 1: REQUIREMENTS FOR BIDDING AND INSTRUCTIONS FOR BIDDERS

### 1. DEFINITIONS:

- a. "Bidder" means a party that executes and submits the Contract Documents in connection with this invitation for bids.
- b. "Chief Procurement Officer" or "CPO" means the chief executive of the Department of Procurement Services for the City of Chicago, and any representative duly authorized in writing to act on the CPO's behalf.
- c. "Commissioner of Aviation" or "Commissioner" means the chief executive of the Department of Aviation for the City of Chicago, and any representative duly authorized in writing to act on the Commissioner's behalf.
- d. "Contract" or "Contract Documents" are Part One: Instructions and Execution Documents; Part Two: General Conditions; Part Three: Technical Specifications; Project Requirements; Contract Plans and Drawings; any Addenda; FAA Standard Specifications for Airport Construction, reference standards promulgated by various agencies including Federal, State or local government units, as well as any other specialized documents that are referred to in Part Three.
- e. "Official Printed Copy" of the Contract Documents means a copy of the Contract Documents as printed by the City from the City's copy of the CD providing Contract Documents. An Official Printed Copy of the Contract Documents will be available for examination in the Bid and Bond Room, 1st floor of City Hall, 121 N LaSalle Street, Chicago, IL 60602.
- f. Additional definitions are found in Part Two, General Conditions of the Contract.

### 2. COMPLIANCE WITH LAWS:

The Bidder shall at all times observe and comply with all laws, ordinances, regulations, executive orders and codes of Federal, State, City, and other government agencies, which affect the preparation of bids. The Bidder shall reflect in its bid all costs of compliance with all such laws, ordinances, regulations, executive orders and codes.

### 3. EXAMINATION BY BIDDER:

The Bidder shall carefully examine all the Contract Documents before submitting its bid. The Bidder shall also inspect the site of the proposed Work, as permitted by the Commissioner, and familiarize itself with all the conditions affecting the Work and the Technical Specifications of the Contract Documents. If its bid is accepted, the Bidder will bear the cost for (1) all errors in its bid resulting from its failure or neglect to comply with these Requirements for Bidding and Instructions for Bidders, and (2) the additional expense attributable to site conditions that could have reasonably been discovered through a site inspection or other means provided by the City or made available to the Bidder.

### 4. BID DEPOSIT:

#### **AMOUNT OF BID DEPOSIT: 2% of Contract Base Bid.**

If a bid deposit is required and not provided, the bid will be rejected. The bid deposit must be a bond, or the equivalent in cashier's check, money order or certified check. Any bond must be executed by a surety authorized to do business in the State of Illinois, and it must be in the form provided by the CPO, an example of which is bound herein on page 11515. All certified checks must be drawn on a responsible bank doing business in the United States, and shall be made payable to the order of the City of Chicago. **CASH OR COMPTROLLER'S CERTIFICATE IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.**

- a. The bid deposit of all Bidders, except for the three lowest Bidders, will be returned shortly after the bid opening. Notwithstanding the foregoing, the CPO reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the three lowest responsible Bidders cannot be readily determined based on price, until all proposals have been evaluated.
- b. The remaining bid deposits will be returned, with the exception of the bid deposit for the accepted bid, after the CPO has awarded the contract. The bid deposit for the accepted bid will be returned after the contract has been awarded and a satisfactory Performance and Payment Bond has been approved by the City, where such bond is required.

### 5. DOCUMENT DEPOSIT:

For this Project, Contract Documents will be provided on CD. The initial set of Contract Documents will be provided to the Bidder at no cost.

The Bidder shall deposit Fifty Dollars (\$50.00) for each subsequent set of Contract Documents. The document deposit must be paid in the form of a certified check, cashier's check, or money order. The deposit will be refunded upon return of the

Documents, in good condition, not later than ten (10) days after the bid opening. Failure to return the Contract Documents within the period stated above will result in the Bidder forfeiting the document deposit.

All Contract Documents are provided on CD, including Part One and the remainder of the documents. However, the documents on the CD are not the Official Printed Copy of the Contract Documents.

## **6. PREPARATION OF BID:**

The Bidder shall complete its bid by filling out and signing only one copy of the entire Part One of the Contract Documents. All applicable blank spaces on the bid page or pages must be correctly filled-in in ink or typewritten. Bidders should not scan Contract Documents for word processing. The Bidder shall submit all pages of Part One of the Contract Documents, bound, with all pages intact. Failure to submit all required pages may result in rejection of the bid.

## **7. SUBMISSION OF BID:**

- a. The Bidder shall submit its bid with the applicable bid deposit and bid fee, enclosed in sealed envelopes, provided for that purpose in the Bid and Bond, Room 103, City Hall, 121 North LaSalle, Chicago, IL, 60602 and if the bid is submitted in an envelope other than that provided then the sealed envelope submitted by the Bidder, shall have the following information on the face of the envelope: Bidder's name, address, Contract Specification number, advertised date of bid and date of bid opening.
- b. The Bidder is solely responsible for delivery of its bid to the Bid and Bond Room before the date and time for bid opening. Any bid which is not delivered on time will not be accepted.

## **8. TERM OF BID:**

- a. The Bidder may withdraw its bid at any time prior to the date and time for bid opening. Thereafter, the Bidder may not withdraw or cancel its Bid for a period of ninety (90) calendar days after the bid opening date.
- b. The ninety (90) day period will not be extended without the signed written consent of the Bidder to extend the bid on the same terms and conditions.
- c. The ninety (90) day period for bid withdrawal is tolled for any period of time that the Bidder requires to submit any necessary contract document to the City including, but not limited to, bonds, Economic Disclosure Statements, Insurance Certificates, and compliance schedules.

## **9. RESPONSIBILITY OF BIDDER:**

- a. The award of the Contract will be made to the lowest responsive and responsible bidder. The CPO reserves the right to request, and the bidder must promptly provide evidence satisfactory to the CPO of the Bidder's responsibility. No Contract will be awarded to any Bidder which is determined to be non-responsible in the sole discretion of the CPO.
- b. If requested by the CPO, the Bidder (or if a joint venture, the Bidder's joint venturers) must complete a "Contractor's Statement of Experience and Financial Condition." This statement is available in the City's Bid and Bond Room. Failure to complete and return this statement may be a cause for rejection of the Bidder's bid.

## **10. CONSIDERATION OF BID:**

When, in the CPO's opinion, the best interest of the City will be served, the CPO may, in her sole discretion, reject any or all bids or disregard any informality in the bids or bidding process.

## **11. BALANCED BIDS:**

Bidder's pricing for each line item must carry its full share of the cost of work, plus its share of overhead and profit. Bidders should avoid nominal pricing for some lines and enhanced pricing for other lines. The CPO reserves the right to reject any bid that is materially unbalanced.

## **12. PERFORMANCE AND PAYMENT BOND:**

- a. The successful Bidder or Bidders shall, within five (5) calendar days of receipt of written notice from the City, furnish a Performance and Payment Bond in the amount of 100% of the contract value on Contractor's Performance and Payment Bond, a specimen which is found herein on page 119. Such bond must comply with the provisions of 30 ILCS 550/1 et

seq., as amended, and Chapter 2, Section 2-92-030 of the Municipal Code of the City, as amended. The Performance and Payment Bond must be in the form provided by the CPO and issued by a surety that is satisfactory to the CPO and the City Comptroller in accordance with Section XVI., B., 1 of Part Two of the Contract Documents.

- b. If the Performance and Payment Bond is not so furnished, the bid will be rejected and the bid deposit will be forfeited to the City. The forfeiture shall not limit any other City remedies against the Bidder.

**NOTE:** Section 2-92-040 of the Municipal Code of the City of Chicago requires that the Contractor's surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at [www.fms.treas.gov/c570](http://www.fms.treas.gov/c570). Co-sureties may be accepted in the sole discretion of the CPO, but each co-sureties must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

### **13. INTERPRETATION OF CONTRACT DOCUMENTS:**

- a. If any Bidder, prior to the bid opening, has a question as to the meaning of any part of the specifications or other Contract Documents, the Bidder must send questions to the e-mail address as listed on the Pre-Bid Conference Notice page of this Part One. All questions must be submitted no later than 5:00 P.M. C.S.T. on March 2, 2020 or no response will be provided except at the discretion of the CPO.
- b. Bidders may only rely upon written addenda issued by the CPO. Oral explanations or interpretations will not be binding on the City.
- c. The order of precedence of the component parts of the Contract Documents shall be as follows:
  - 1. General Conditions
  - 2. Remaining paragraphs of Requirements for Bidding and Instructions for Bidders
  - 3. All other Contract Documents

The foregoing order of precedence shall govern the interpretation of the Contract in all cases of conflict or inconsistency therein.

- d. In the event of conflict or inconsistency between the Contract Documents as provided to the Bidder on CD and the Official Printed Copy of the Contract Documents, the Official Printed Copy shall take precedence.

### **14. SUBSTITUTION:**

Reference to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Bidder items that will be satisfactory. The Bidder must, if awarded the Contract, provide the items specified in the Contract Documents when those items are specified by manufacturer's trade name in Part Three of the Contract Documents, unless equivalent alternatives have been proposed as described below. The Bidder may bid another product(s) provided that the alternative product is on a separate sheet of paper designated as such and is supported by the type of information listed in Section VI. E. 3.b. and c. of the General Conditions, in order to facilitate the CPO's evaluation of such product. The CPO may, in her sole discretion, accept an alternate bid for a specified item, provided the alternate item so bid is, in the CPO's sole opinion, the equivalent of the item specified in the Contract Documents. An alternate that is not equivalent to the specified item may render the bid non-responsive. Unless the alternate item is so identified, it is understood that the Bidder proposes, and will be required to provide, the specific item described in the Contract Documents. No substitution of specified items will be allowed thereafter except as provided in Section VI., E., 3. of the General Conditions.

### **15. TAXES:**

Federal Excise Tax and Illinois State Tax do not apply to materials purchased by the City of Chicago. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax, also do not apply to materials or services purchased by the City of Chicago. The Bidder shall include all other applicable Federal, State and/or local, direct and/or indirect taxes, if any, in its bid.

### **16. INSURANCE:**

Receipt of a satisfactory and duly executed certificate of insurance is a condition precedent to the award of the Contract however, Bidders are not required to submit the certificate of insurance with their bid. The certificate of insurance found herein must be executed by an insurance company authorized to do business in the State of Illinois and acceptable to the City in accordance with the insurance requirements set forth in Section 2 of Part One. The insurance certificate must list, at a minimum, the types and limits of insurance set forth herein under the Contract Insurance Requirements.

**17. AFFIDAVIT OF UNCOMPLETED WORK:**

Bidders are required to submit, together with their bid, a complete and properly executed "Affidavit of Uncompleted Work" found herein, showing all uncompleted contracts either as a contractor or subcontractor.

**18. COMPLIANCE WITH CHILD SUPPORT ORDERS ORDINANCE:**

The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for contractors to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner in arrearage on their child support obligations and: (1) a one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) a Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of Compliance with Child Support Orders in Contractor's Affidavit), then:

For those bidders in competitive bid contracts, the City shall assess an eight percent (8%) penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

For purposes of this Section, "**SUBSTANTIAL OWNER**" means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

"**PERCENTAGE OF INTEREST**" includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent interest in Contractor and an individual or entity has a fifty percent or more percentage interest in Corporation B, then such individual or entity indirectly has a ten percent or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section shall only apply where not otherwise prohibited by Federal, State or local law.

**19. CHICAGO RESIDENCY REQUIREMENTS:**

The Contract requires compliance with Chicago Residency Ordinance, Section 2-92-330 of the Chicago Municipal Code and Part Two, General Conditions of the Contract Documents.

**20. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS):**

The Contractor is required to complete an on-line Economic Disclosure Statement and Affidavit, (EDS), including the Economic Disclosure of Retained Parties as required by Executive Order 97-1 prior to the bid due date. Refusal to execute such disclosure will result in the CPO declaring the bidder non-responsible and the City retaining the bid deposit. Moreover, if a bidder is deemed non-responsible under this provision, the bidder's status as a non-responsible bidder may apply to the bidder's subsequent bids. See the attached instructions for completing the on-line EDS: The web link for the on-line EDS is: [http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementseds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html)

**21. NON-APPROPRIATION OF FUNDS:**

This Contract can be terminated upon thirty (30) days written notice by the CPO in the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract. The City will notify the Contractor of such occurrence and this Contract shall terminate on the earliest of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted. No payments will be made or due to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.



## **22. MINIMUM QUALIFICATIONS:**

References to a minimum number of years of experience found in Part Three of the Contract Documents, is for guidance only. The Contractor may use individuals, subcontractors, vendors, etc., with fewer years of experience than stated in the specification if the City determines that those individuals, subcontractors, vendors, etc., are qualified to perform.

## **23. ELECTRONIC ORDERING AND INVOICES:**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor will accept electronic purchase orders and releases upon request of the CPO. Contractor will provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means of transmission may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

## **24. EDS UPDATE OBLIGATION:**

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

## **25. ELECTRONIC MAIL COMMUNICATION:**

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

## **26. TITLE VI SOLICITATION NOTICE:**

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **27. SUBCONTRACTOR PAYMENTS:**

Contractor must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [https://www.chicago.gov/dam/city/depts/fin/supp\\_info/subcontractorform.pdf](https://www.chicago.gov/dam/city/depts/fin/supp_info/subcontractorform.pdf). The form must be received by the tenth (10th) day of each month. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- i. Total amount invoiced by the Contractor for the prior month;
- ii. The name of each particular Subcontractor or supplier utilized during the prior month;
- iii. Indication if the Subcontractor or supplier is acting as an MSB or non-certified firm on this contract;
- iv. Indication if the Subcontractor or supplier is acting as a MBE, WBE or non-certified firm on this contract;
- v. The vendor/supplier number of each Subcontractor or supplier;
- vi. Total amount invoiced that is to be paid to each Subcontractor or supplier.

## **28. BID PROTEST PROCEDURES:**

Any Bidder desiring to protest these procedures and the eventual award of a Contract must file such protest in accordance with the City's "Solicitation and Contracting Process Protest Procedures" available at:

City Hall  
Bid and Bond Room  
Room 103  
121 North LaSalle Street  
Chicago, IL 60602

Or at the City's Website at:  
<https://www.chicago.gov/content/dam/city/depts/dps/RulesRegulations/BidProtestRules.DPS.12.2018.pdf>.

## **29. TIME OF COMPLETION:**

### **A. Contract Duration.**

The Contract duration is one hundred (100) calendar days for the entire scope of work, which includes all mobilization and all construction from the date of the Notice to Proceed issued by the Commissioner in accordance with Part Two, General Conditions of the Contract Documents.

The date specified in the Notice To Proceed for commencement of work will not be counted as a calendar day, but each subsequent day thereafter, from midnight to midnight will be counted as one (1) calendar day and the last day counted will be the day on which the Contractor shall have substantially completed, and the Commissioner shall have accepted as substantially completed, the entire Work under this Contract.

The Contractor shall complete the entire scope of work, and the intermediate milestones, within the durations shown on the table found on page 7.

### **B. Liquidated Damages for Delay**

As provided in Article VIII., Section A., Paragraph 4, of Part Two of the Contract, liquidated damages shall be as assessed as shown on the table found on page 7.

Note: Nothing herein contained shall be construed as limiting the right of the City to recover from the Contractor any and all amounts due or to come due, and any and all costs and expenses sustained by the City for improper performance hereunder, repudiation of the Contract by the Contractor, failure to perform or breach or breaches in any other respect, including but not limited to, defective workmanship or materials.

### **C. Weather and Moratorium Days**

As provided in Article VIII., Section B, Paragraph 4a, of Part Two of the Contract, Weather and Moratorium days shall be allocated as shown in the table found on page 7.

## TIME OF COMPLETION/LIQUIDATED DAMAGES/WEATHER AND MORATORIUM DAYS

MILESTONE	DESCRIPTION OF WORK INCLUDING RESTRICTIONS	DURATION (inclusive of Weather and Moratorium Days)	LIQUIDATED DAMAGES (per each day exceeding the indicated duration)	WEATHER AND MORATORIUM DAYS
Milestone 1: Mobilization	Obtaining the required permits and approvals, setting up Contractor's staging area, project submittals, and procuring all required materials.	30 Days	\$0	0
Milestone 2: Concourse C	The work is located on the pavement level along the east face of Concourse C in vicinity of Gates C19 and C21. The work is subdivided in the Contract drawings into Phases 1-5. The work includes, but is not limited to the replacement of the concrete expansion joints and its' associated work. The detail description of work for each phase is provided in the Contract Plans. Phase 2,3 and 5 require the Contractor to work continuous 24-hour periods from the start of each individual phase until the completion and acceptance of each phase to minimize the impacts to United's use of Gate C21 and operations.	40 Days Phase 2 (7 Days)  Phase 3 (3 Days)  Phase 5 (4 Days)	Phase 2 (\$12,000/Day)  Phase 3 (\$12,000/Day)  Phase 5 (\$12,000/Day)	0
Milestone 3: Concourse B	The work is located on the pavement level along the west face of Concourse B in vicinity of Gates B8 through B12, including United's baggage ramp area. The work is subdivided in the Contract drawings into Phases 6-14. The work includes, but is not limited to the replacement of the concrete expansion joints and its associated work. The detail description of work for each Phase is provided in the Contract plans. Phase 7 and 8 require the Contractor to work continuous 24-hour periods from the start of each individual phase until the completion and acceptance of each phase to minimize impacts to United's use of Gate B8 and baggage operations.	70 Days Phase 7 (5 Days)  Phase 8 (5 Days)	Phases 7 (\$12,000/Day)  Phase 8 (\$12,000/Day)	0
Milestone 4: Interior	The work is located within the public areas of the tunnel in the vicinity of the escalators leading to Concourse B and Concourse C and at the expansion joint midway between Concourses B and C. The work is subdivided in the Contract drawings into Phase 15-17. The work includes, but is not limited to the interior waterproofing repairs to the drip trays. All work sites are to be partitioned off from from the public by the Contractor in a manner that maintains existing public access.	40 Days Phase 15 (13 Days)  Phase 16 (11 Days)  Phase 17 (5 Days)	Phase 15 (\$1,000/Day)  Phase 16 (\$1,000/Day)  Phase 17 (\$1,000/Day)	0

MILESTONE	DESCRIPTION OF WORK INCLUDING RESTRICTIONS	DURATION (inclusive of Weather and Moratorium Days)	LIQUIDATED DAMAGES (per each day exceeding the indicated duration)	WEATHER AND MORATORIUM DAYS
Milestone 5: Punchlist	Completion of all items identified on the punchlist, submittal of red-line, record drawings, submittal of product warranty documentation.	30 Days		0

## **30. REGULATIONS OF THE DEPARTMENT OF PROCUREMENT SERVICES FOR PERCENTAGES OF CITY AND PROJECT AREA RESIDENTS WORKING HOURS:**

### **A. GENERAL PROVISIONS**

#### **1. Statement of Authority**

These regulations are issued pursuant to the following Section of the Municipal Code of Chicago:

Section 2-92-330 of Municipal Code of Chicago establishes a minimum number of hours to be performed by City Residents as well as a minimum number of hours to be performed by Project Area residents. Subsection (a) requires the Chief Procurement Officer to “develop standards and procedures for reducing or waiving these minimum percentages level of Chicagoans work hours for eligible residents when a bidder or contractor can demonstrate the impracticality or excessive cost of complying with these percentage levels for particular contracts or classes of employees.” Subsection (f) authorizes the Chief Procurement Officer to “adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement” of the Section.

Subsection (a) provides that, for any construction project advertised, or if not advertised, awarded, by the City that has an estimated contract value of \$100,000 or more, and where not otherwise prohibited by federal, state or local law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed (i) at least 50 percent by City Residents; and (ii) at least 7.5 percent by Project Area residents. Work hours performed by Project Area residents shall be considered to be work hours performed by City Residents for purposes of calculating the minimum work hour percentage required to be performed by City Residents.

#### **2. Application and Statement of Purpose**

These regulations describe how the ordinance will be administered and enforced, including the right of the Chief Procurement Officer to waive the residency requirement.

### **B. DEFINITIONS**

Unless otherwise specified, whenever used in these regulations, the following terms have the following meanings:

“City Residents” means persons domiciled within the City of Chicago.

“Contract” means a City funded construction project as defined by Section 2-92-670(e) of the Municipal Code of Chicago.

“Domicile” means an individual’s one and only true, fixed and permanent home and principal establishment.

“Eligible residents” means City Residents and Project Area residents.

“Project Area residents” means persons domiciled within that part of the city designated as the Project Area in the Information for Bidders issued by the Department of Procurement Services (“DPS”).

### **C. PROCEDURES**

#### **1. Percentages of City and Project Area residents worker hours**

Unless otherwise prohibited by federal, state or local law, for any construction project advertised, or if not advertised, awarded, by the City that has an estimated contract value of \$100,000 or more, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed (i) at least 50 percent by City Residents; and (ii) at least 7.5 percent by Project Area residents. Work hours performed by Project Area residents shall be considered to be work hours performed by City Residents for purposes of calculating the minimum work hour percentage required to be performed by City Residents.

#### **2. Purpose and Effect of the requirement**

The purpose of the requirement is to provide increased employment opportunities for City Residents and residents in the localities surrounding City construction projects and, as a result, will be beneficial to the City's economy by creating jobs and generating revenue that will help stimulate the community that work is being performed in as well as the economy of the City as a whole.

### **3. Project Area definition**

Project Areas will be defined using the 77 City of Chicago "Community Areas", as such areas are designated in section 1-14-010 of Municipal Code of Chicago. Prior to requesting that DPS place an advertisement for the project, a department must first make a request to the Chief Procurement Officer for approval of the Project Area. The department must plot the project site onto a map of the Community Areas to determine what Community Area the project is in. When the project is close to the border of an area, the department should also identify the adjacent Community Area as part of the Project Area. The department must also include the size, duration and scope of the project into its calculations. Project Area hiring for short, small projects would likely be limited to those initial 1 or 2 Project Areas. For larger, longer term projects (i.e. with potentially more job opportunities to fill), departments may look at the appropriateness of expanding the Project Area by adding adjacent Community Areas. A calculation of available resident labor in the Community Areas should be made to see if the Project Area should be expanded. This calculation may include: zoning information (is the area industrial or are there sufficient residents in the area to support the hiring requirement), local chamber of commerce data, and information on the availability of skilled trades or union members in the area. The Chief Procurement Officer will then approve the Project Area for inclusion in the bid.

### **4. Waiver**

Contractors that can demonstrate the impracticality or excessive cost of complying with these percentage levels for particular contracts or classes of employees may apply for a waiver or reduction. A waiver or reduction shall be deemed appropriate if a contractor or subcontractor has unsuccessfully solicited a sufficient number of eligible City Residents to perform the work identified in the bid solicitation and has documented such effort to the satisfaction of the Chief Procurement Officer. The Chief Procurement Officer will consider good faith efforts to meet the residency requirements as appropriate for reducing or waiving the minimum percentages of work hours for the eligible residents' requirement at the close out of the contract. The contractor must submit sufficient documentation to support any request for a reduction or waiver of the goals.

Waiver or reduction requests for the 7.5 percent Project Area resident requirements must be submitted separately from any waiver or reduction request for the 50 percent overall Chicago residency requirement. A waiver or reduction of the Project Area requirements does not constitute any reduction of the requirement that 50 percent of the total project hours be performed by City Residents unless the Chief Procurement Officer has granted an express waiver of that requirement as well.

### **5. Penalties**

When work is completed, in the event the City has determined the contractor failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by eligible residents or has failed to report in the manner as indicated above, the City will be damaged in the failure to provide the benefit of demonstrable employment to eligible residents to the degree stipulated in this section. Therefore, in such a case of non-compliance, 1/20 of 1 percent (.05%), 0.0005, of the approved contract value for this contract shall be surrendered by the contractor to the City in payment for each percentage of shortfall toward the stipulated residency requirement.

Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no eligible residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the contractor or subcontractors or employee to prosecution.

Any retainage to cover contract performance that may become due to the contractor pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination whether the contractor must surrender damages.

## **D. FINAL DECISION**

The Chief Procurement Officer or her designee shall make the final determination regarding the establishment of a Project Area or waiver or reduction of any of the goals set forth in this ordinance.

**E. PROJECT AREA FOR CONSTRUCTION AT O'HARE INTERNATIONAL AIRPORT**

The Project Area for construction at O'Hare International Airport is defined as:

- Norwood Park
- Edison Park
- Jefferson Park
- Dunning
- Forest Glen
- Portage Park

Good faith efforts shall be made to ensure the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed (i) at least 50 percent by City Residents; and (ii) at least 7.5 percent by Project Area residents from the Project Areas listed above.

F. COMMUNITY AREA MAP





### **31. REQUIRED AFFIDAVITS:**

#### **A. Sexual Harassment Policy (MCC Section 2-92-612)**

In accordance with Section 2-92-612, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the “Sexual Harassment Policy Affidavit” included on the following page) that Bidder has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Bidder shall include its “Sexual Harassment Policy Affidavit” with its bid submission.

*Sexual Harassment Policy Affidavit follows.*

**SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

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

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

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

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

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

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

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

Name of Contractor: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

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

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

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

**CONTRACTOR'S AFFIDAVIT REGARDING REMOVAL OF ALL WASTE MATERIALS AND IDENTIFICATION OF ALL LEGAL DUMP SITES**

Contractor to show here the name and location of the ultimate disposal site he/she is proposing to use for the subject project:

SPECIFY THE TYPE OF MATERIALS TO BE DISPOSED OF:

---

---

LEGAL NAME OF LANDFILL/DISPOSAL SITE:

---

(The Contractor must provide to the Commissioner or his/her designated representative with copies of all dump tickets, manifests, etc.)

LOCATION ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

Disposal site submitted shall be of sufficient capacity as to insure acceptance of the volume of Construction and/or Demolition Debris received for the period of this Contract. These disposal sites must meet all zoning and other requirements that may be necessary.

If requested by the Chief Procurement Officer, the Contractor shall submit copies of all contractual agreements, sanitary landfill permits and/or licenses for these disposal site(s) proposed by the Contractor.

(Revised 6/30/2000)

**AFFIDAVIT OF UNCOMPLETED WORK**  
 (Complete this form by either typing or using black ink.)

**PART I. WORK UNDER CONTRACT**

List below all work you have under contract as either a prime contractor or a subcontractor, including all pending low bids not yet awarded or rejected.

	1	2	3	4	5	Awards Pending	
PROJECT							
CONTRACT WITH							
ESTIMATED COMPLETION DATE							
TOTAL CONTRACT PRICE							TOTAL
UNCOMPLETED DOLLAR VALUE							

**PART II. UNCOMPLETED WORK TO BE DONE WITH YOUR OWN FORCES.**

List below the uncompleted dollar value of work for each contract to be completed with your own forces including all work indicated as awards pending. All work subcontracted TO others will be listed on PART III of this form. In a joint venture, list only that portion of the work to be done by your company.

							TOTALS
EXCAVATING & GRADING							
PCC BASE, C&G PAVING							
BIT CONCRETE PAVING							
STABILIZED BASE (BAM, CAM, PAM)							
AGGREGATE BASE AND FILL							
FOUNDATION (CAISSON & PILE)							
HIGHWAY STRUCTURES							
SEWER & DRAIN STRUCTURES							
PAINTING							
PAVEMENT MARKING							
SIGNING							
LANDSCAPING							
DEMOLITION							
FENCING							

	1	2	3	4	5	Awards Pending
OTHERS (LIST)						
STRUCT. STEEL (BLDG. CONST.)						
ORNAMENTAL STEEL (BLDG. CONST.)						
MISCELLANEOUS CONCRETE						
FIREPROOFING						
MASONRY						
H.V.A.C.						
MECHANICAL						
ELECTRICAL						
PLUMBING						
ROOFING & SHEET METAL						
FLOORING & TILE WORK						
DRYWALL AND PLASTER WORK						
CEILING CONST.						
HOLLOW METAL AND HARDWARE						
GLAZING AND CAULKING						
MISCELLANEOUS ARCH. WORK						
OTHERS (LIST)						
<b>TOTALS</b>						

REMARKS. \_\_\_\_\_



## SECTION 2: BID INCENTIVES

### 1. COMMITMENT REGARDING BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)

#### Policy and Terms

It is the policy of the City of Chicago that businesses certified as Business Enterprises owned by People with Disabilities (BEPD) in accordance with Section 2-92-337 et seq. of the Municipal Code of Chicago, Regulations Governing Certification of Business Enterprises owned by People with Disabilities, and all other Regulations promulgated under the aforementioned sections of the Municipal Code; shall have the full and fair opportunities to participate fully in the performance of this Agreement. Therefore, the Bidder or Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City of Chicago deems appropriate.

#### Definitions

(a) For purposes of this section only, the following definitions apply:

- (1) “Business Enterprises owned by People with Disabilities” or “BEPD” has the same meaning ascribed to it in section 2-92-586.
- (2) “Bid incentive” means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- (3) “Construction project” has the same meaning ascribed to it in section 2-92-335.
- (4) “Contract” means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose cost is to be paid from funds belonging to or administered by the City.
- (5) “Contract base bid” means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.
- (6) “Earned credit” means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.
- (7) “Earned credit certificate” means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

#### Commitments

- (b) The Chief Procurement Officer shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.
- (c) (1) Where not otherwise prohibited by federal, state, or local law, the Chief Procurement Officer shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

% of total dollar contract amount performed by BEPD	Bid incentive
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

(2) As part of the contract close-out procedure, if the Chief Procurement Officer determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the Chief Procurement Officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

(d) The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the Chief Procurement Officer, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

(e) The Chief Procurement Officer is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.



**BIDDER'S COMMITMENT TO UTILIZE BUSINESS ENTERPRISES OWNED BY PEOPLE WITH DISABILITIES (BEPD)**

The BEPD Incentive as described in Section 2-92-337 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: \_\_\_\_\_

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

2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?

2% to 5%-- 1% incentive                       6% to 9%-- 2% incentive

10% to 13%-- 3% incentive                       14% or greater-- 4% incentive

Bidder understands that if it fails to utilize the committed percentage of BEPD subcontractors, under MCC 2-92-337 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of BEPD subcontractors throughout the duration of the contract period.

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

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

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

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

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

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

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

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

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

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

## 2. BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES

### A. DEFINITIONS

For purposes of this section only, the following definitions apply:

“Alternative fuel” has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term “alternative fuel” includes but is not limited to natural gas, liquefied petroleum gas, hydrogen ethanol E85 or electricity.

“Alternatively powered vehicle” means a vehicle that:

- (1) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission or the bid; or
- (2) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or
- (3) is fueled by a biodiesel blend; provided the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or
- (4) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size, provided the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An “alternatively powered vehicle” does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

“Bid incentive” means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

“Biodiesel blend” has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

“Construction project” has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

“Contract” means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose cost is to be paid from funds belonging to or administered by the City.

“Contract base bid” means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions in the bid amount.

“Eligible business” means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the “Six County Region”), and as to which: (1) a majority of the business’ fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

“Fleet” means 10 or more vehicles owned, operated, leased or otherwise controlled by a business.

“Vehicle” means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a “vehicle” shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

**B. BID INCENTIVE**

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised, awarded, the Chief Procurement Officer shall allocate a bid incentive of ½% of the contract base price to a qualified bidder when the qualified bidder is an eligible business.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

For the purposes of this section, the total dollar value of a construction project contract includes both material and labor.

**C. CONDITIONS**

As a condition of being awarded the bid incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

**D. RECORD KEEPING**

The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer. Full access to the contractor’s and subcontractors’ records shall be granted to the Chief Procurement Officer, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

**E. AFFIDAVIT OF ELIGIBLE BUSINESS**

A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Bid Incentive for Alternative Powered Vehicles, which affirms the bidder satisfies all pertinent requirements as an eligible business.

**F. PENALTIES**

Upon completion of the work, any eligible business that receives a bid preference but fails to meet the definition of an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the bid incentive awarded.

**G. APPLICATION OF SECTION**

This section shall not apply to any contract to the extent the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the City.

**AFFIDAVIT OF ELIGIBLE BUSINESS FOR  
BID INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES**

If this is a competitively bid Contract funded in whole by City funds, an Eligible Business preference for alternatively powered vehicles may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders who do not complete and submit this form with their bid will be deemed to be non-Eligible Businesses.

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")?

( ) Yes ( ) No

2. Street address of principal place of business:

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

3. How many total vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles, are currently owned, operated, leased or otherwise controlled by bidder?

Line 3(a): \_\_\_\_\_

4. How many of bidder's vehicles are located and used within the Six County Region?

Line 4(a): number of vehicles \_\_\_\_\_

Line 4(b): percentage of fleet (line 4(a) divided by line 3(a)) \_\_\_\_\_%

5. How many of bidder's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Terms and Conditions, Bid Incentive for Alternatively Powered Vehicles?

Line 5(a): number of vehicles \_\_\_\_\_

Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a)) \_\_\_\_\_%

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided herein.

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

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed and sworn to before me on (date) \_\_\_\_\_, at County of \_\_\_\_\_, \_\_\_\_\_ (State).

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

### 3. CITY-BASED BUSINESSES (CHICAGO BUSINESS PREFERENCE)

For purposes of this section only, the following definitions shall apply:

“City-based business” means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes. These taxes may include the City Wheel Tax as provided at Chapter 3-56 of the MCC.

“City residents,” as defined in Section 2-92-330 of the MCC, means persons domiciled within the city.

“Contract” means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that the term “contract” does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

“Prime Contractor” means a person who is a city- based business and the primary contractor on a contract. A “Prime Contractor” does not include any subcontractors.

“City resident employee” means an individual who resides in the City and who is employed by a prime contractor in a permanent, full-time employment and whose work is not counted towards the work hours required by Section 2-92-330.

"Socio-economically disadvantaged area" means an area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the City's Commissioner of Planning and Development pursuant to Section 2-92-390.

If these Bid Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of: (i) four percent of the contract base bid; or (ii) six percent of the contract base bid, if the majority of such prime contractor's employees are city resident employees; or (iii) eight percent of the contract base bid, if such prime contractor is eligible for an incentive under subsection (ii) and the majority of such contractor's city resident employees are residents of a socio-economically disadvantaged area, in accordance with section 2-92-412 of the MCC, to any qualified bidder that is a Prime Contractor. If the CPO has determined that a City Based Business Preference may be applied, it will be indicated on the cover page of the Bid Documents.

If a City Based Business Preference is applied to a Bidder's Bid, the Local Goods Incentive pursuant to Section 2-92-410 of the MCC will not be applied to that same Bid.

Bidders desiring to take advantage of the City Based Business Preference must submit documentation with their Bid that Bidder is a City-Based Business.

**CITY-BASED BUSINESS AFFIDAVIT**

The City-Based Business bid preference of 4%, 6%, or 8%, as described in Section 2-92-412 of the Municipal Code of Chicago ("MCC"), is applicable to competitively bid Contracts funded in whole by City funds. Bidder must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Bidders that do not complete this page will not be regarded as City-Based Businesses. Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. If bidder's operations are at multiple locations in the City of Chicago, use additional sheets if necessary. If this preference is allocated, the Local Goods Incentive described in MCC 2-92-410 will not be allocated to the same bid.

1. Of the three following bid preference options from 2-92-412, check the one option that Bidder qualifies for and wishes to apply to this Bid:  
 4% Bidder is a City-based business.  
 6% Bidder meets 4% requirements and majority of Prime Contractor's employees are City resident employees and if applicable are not counted towards work hours required by Section 2-92-330.  
 8% Bidder meets 6% requirements and majority of Prime Contractor's City resident employees are residents of a socio-economically disadvantaged area and are not counted towards work hours required by Section 2-92-330.
2. Is bidder a "City-Based Business" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-412?    Yes                    No
3. Does the bidder report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?    Yes                    No
3. Does the bidder conduct meaningful day-to-day business operations at a facility within the City of Chicago?  
 Yes                    No
4. Street address of business location within the City of Chicago (P.O. address not accepted):  
\_\_\_\_\_
5. Describe the business activities are carried out at the location listed above: \_\_\_\_\_  
\_\_\_\_\_
6. How many full-time regular employees are currently employed at the location listed above? \_\_\_\_\_
7. How many full-time regular employees at the location listed above are "City resident employees," as that term is defined in this bid solicitation and MCC 2-92-412? \_\_\_\_\_ (for 6% & 8% preferences only)
8. How many of Bidder's full-time City resident employees identified above are residents of a socio-economically disadvantaged area, as that term is defined in this bid solicitation and MCC 2-92-412? \_\_\_\_\_ (for 8% preference only)
9. Total number of full-time regular employees employed at all locations worldwide? \_\_\_\_\_
10. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required":  
\_\_\_\_\_

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

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

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

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

State of \_\_\_\_\_; County of \_\_\_\_\_; Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement)

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

(seal)

#### **4. BID INCENTIVE FOR VETERAN OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES**

For purposes of this section only, the following definitions shall apply:

"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Owned" means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Small business enterprise" means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; or (2) has been certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57.

"Veteran-owned small local business" means a business that is both a veteran-owned business enterprise and a small local business enterprise as defined in Section 2-92-670.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 5% of the contract base price, in accordance with section 2-92-418 of the MCC, to any qualified bidder that is a veteran-owned small local business or an eligible joint venture.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture. Bidders should consult the DPS regulations regarding this incentive and be prepared to comply with the self-performance requirements.

As a condition of being awarded the bid incentive, the veteran-owned small local business or eligible joint venture shall continue to meet the definition of a veteran-owned small local business or an eligible joint venture. If a contract is awarded to the veteran-owned small local business or eligible joint venture, upon completion of the work, any veteran-owned small local business or eligible joint venture that receives a bid preference but fails to meet the definition of a veteran-owned small local business or eligible joint venture during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any

duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.



**VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURE AFFIDAVIT**

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

- 1. Is bidder a "veteran-owned small local business" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?  
 Yes       No      If Yes, skip to #5 below.
- 2. Is bidder an "eligible joint venture" as defined in Section 1.22.4 of this bid solicitation and in MCC 2-92-418?  
 Yes       No
- 3. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?  
 Yes       No
- 4. Is at least one member of the eligible joint venture a "veteran-owned business enterprise" as that term is defined in MCC 2-92-670?  
 Yes       No
- 5. Is the veteran-owned business identified in either #1 or #4 above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.  
 Yes       No
- 6. If the answer to # 5 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?  
 Yes       No
- 7. If qualifying as a veteran-owned business under the requirements of #6 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

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8. List City of Chicago business license(s) held. If none are required, indicate "none required": \_\_\_\_\_

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9. Provide address of the veteran-owned business, including the County in which it is located. \_\_\_\_\_

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

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

**Required Signature for All Applicants**

Name of Veteran-Owned Business: \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

**Additional Required Signatures for Eligible Joint Venture Applicants**

Name of Joint Venture (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Name of SBE (for eligible joint ventures only): \_\_\_\_\_

(Print or Type)

Signature of Authorized Officer for SBE (for eligible joint ventures only): \_\_\_\_\_

(Signature)

Title of Signatory: \_\_\_\_\_

(Print or Type)

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

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

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

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

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

## 5. BID INCENTIVE FOR UTILIZATION OF VETERAN-OWNED SUBCONTRACTORS

“Construction project” means any project to be paid for by the city, but which is not funded in whole or part by any federal or state funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the city within its geographical boundaries as they exist or shall exist in the future.

“Prime contractor” means a person who is the primary contractor on a contract.

“Veteran-owned subcontractor” means a subcontractor that: (i) is a veteran-owned small local business, as the term is defined in MCC Section 2-92-418; (ii) holds all appropriate city licenses; and (iii) is subject to applicable city taxes; provided that a veteran-owned subcontractor shall not include the prime contractor.

Pursuant to MCC Section 2-92-407, unless otherwise prohibited by any federal, state or local law, the CPO shall allocate to any qualified bidder on any construction project the following bid incentive for utilization of veteran-owned subcontractors in the performance of the contract.

Total Dollar Value of Work Performed by Veteran-Owned Subcontractors as a Percentage of the Total Contract Value	Bid Incentive
1 to 16%	0.5% of the contract base bid
17 to 32%	1% of the contract base bid
33 to 49%	1.5% of the contract base bid

If a veteran-owned subcontractor subcontracts part of the work to another contractor, only the value of work performed by the veteran-owned subcontractor’s employees shall count towards the bid incentive, unless the sub-subcontractor is a veteran-owned subcontractor.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

A contractor shall not be eligible to receive in one contract bid, the bid incentive allocated pursuant to this Section 2-92-407 and that allocated pursuant to Section 2-92-410 (bid incentive for certain city-based manufacturers). This bid incentive may not be combined with any other procurement set-aside benefit for a veteran-owned business enterprise under the MCC.

The prime contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the prime contractor’s records shall be granted to the CPO, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The prime contractor and subcontractors shall maintain all relevant records for at least three years after the expiration of the contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the contract, that the bidder or veteran-owned subcontractor submit an affidavit and other supporting documents demonstrating that a subcontractor is a veteran-owned subcontractor.

Upon completion of the work, any prime contractor that has failed to retain the percentage of veteran-owned subcontracts for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the

prime contractor's control, the prime contractor for good cause was unable to retain the percentage of veteran-owned subcontractors throughout the duration of the contract period.

**BIDDER'S COMMITMENT TO UTILIZE VETERAN-OWNED SUBCONTRACTORS AFFIDAVIT**

The Veteran-Owned Subcontractors Incentive as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary. If this incentive is allocated, neither the Bid Incentive for Certain City-Based Manufacturers described in MCC 2-92-410, nor any other procurement set-aside benefit for a veteran-owned business enterprise under the MCC, will be allocated to the same bid.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

- 1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_
- 2. The value of Locally Manufactured Goods (as defined in MCC 2-92-410 and the applicable solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?  
  
 1% to 16%-- 0.5% incentive     17% to 32%-- 1% incentive  
 33% to 49%-- 1.5% incentive     50% or greater-- 2% incentive

Bidder understands that if it fails to utilize the committed percentage of veteran-owned subcontractors, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of veteran-owned subcontractors throughout the duration of the contract period.

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

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

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

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

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

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

(Seal)

## 6. PROJECT AREA SUBCONTRACTOR BID PREFERENCE

### Definitions for Project Area Subcontractor Bid Preference

For purposes of this section only, the following definitions shall apply:

"Construction project" means any project to be paid for by the city, but which is not funded in whole or part by any federal or state funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the city within its geographical boundaries as they exist or shall exist in the future.

"Department" means the department of procurement services.

"Project-area subcontractor" means a person who: (i) conducts meaningful day-to-day business operations at a facility located within that part of the city designated as the project area in the information for bidders issued by the department and that facility is the place of employment for the majority of that person's regular, full-time workforce; (ii) holds all appropriate city licenses; (iii) is a small business enterprise; and (iv) is subject to applicable city taxes; provided that a project-area subcontractor shall not include the prime contractor.

"Prime Contractor" means a person who is the primary contractor on a contract.

"Small business enterprise" means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope of work the business seeks to perform on city contracts. A business is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

### Application of Project Area Subcontractor Bid Preference

A. For any construction project advertised after the effective date of this section and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to any qualified bidder the following bid incentive for utilization of project-area subcontractors in the performance of the contract.

<b>Total dollar value of work performed by project-area subcontractors as a percentage of the total contract value</b>	<b>Bid Incentive</b>
1 to 16%	0.5% of the contract base bid
17 to 32%	1% of the contract base bid
33 to 49%	1.5% of the contract base bid
50% or greater	2% of the contract base bid

If a project-area subcontractor subcontracts part of the work to another contractor, only the value of work performed by the project-area subcontractor's employees shall count towards the bid incentive, unless the sub-subcontractor is a project-area subcontractor.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements.

B. The chief procurement officer may determine not to allocate a bid incentive under this section, under the following conditions:

(i) an emergency exists;

(ii) for cooperative purchasing or cooperative construction contracts;

or

(iii) the chief procurement officer otherwise concludes that the allocation of a bid incentive is not in the city's best interest.

### Record-Keeping

The prime contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the prime contractor's records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The prime contractor and subcontractors shall maintain all relevant records for a period of at least three years after the expiration of the contract, unless the contract generally requires records to be preserved for a longer period.

**Affidavit Required**

The chief procurement officer may require, at the time of bidding, at any time during bid evaluation or at any time during the term of the contract, that bidder/contractor and/or project area subcontractor submit affidavits and other supporting documents demonstrating that a subcontractor is a project-area subcontractor.

**Failure to Retain Project Area Subcontractors**

Upon completion of the work, any prime contractor that has failed to retain the percentage of project-area subcontracts for which a bid incentive was taken into consideration in awarding of a contract shall be fined an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of project-area subcontractors throughout the duration of the contract period.

**BIDDER'S COMMITMENT TO UTILIZE PROJECT AREA SUBCONTRACTORS**

The Project Area Subcontractor Bid Preference as described in Section 2-92-405 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts for construction work funded in whole by City funds. Bidder must submit this form with the bid, as well as a *Subcontractor's Affidavit of Project Area* for each project area subcontractor that will participate in the project, if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be regarded as utilizing project area subcontractors. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract title: \_\_\_\_\_ Specification #: \_\_\_\_\_
2. The value of work to be performed by Project Area Subcontractor (as defined in MCC 2-92-405 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?  
 1% to 16%-- 0.5% of contract base bid       33% to 49%-- 1.5% of contract base bid  
 17% to 32%-- 1% of contract base bid       50% or greater-- 2% of contract base bid
3. Identify the bid lines under which Project Area Subcontractor work will be provided and its value, based on the bid specification's estimated quantities (attach additional sheets if necessary):

Bid Line #	Work to be performed	Project Area Subcontractor*	Value of Work
			\$
			\$
			\$
<b>TOTAL:</b>			<b>\$</b>

\*Bidder must provide *Project Area Subcontractor Affidavit* for each subcontractor listed.

Bidder understands that if it fails to supply the committed percentage of Project Area Subcontractor Work, under MCC 2-92-405 it may be fined in an amount equal to three times the amount of the difference between the bid incentive allocated and the bid preference that would have been allocated to that contractor for the amount of project area subcontractor work actually provided.

Bidder understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

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

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

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

State of \_\_\_\_\_  
 County of \_\_\_\_\_  
 Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
 \_\_\_\_\_ (name/s of person/s making statement).

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



**PROJECT AREA SUBCONTRACTOR AFFIDAVIT**

The Project Area Subcontractor Bid Preference as described in Section 2-92-405 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid Contracts funded in whole by City funds. Bidder must submit this form with the bid, in order to be considered for this bid preference. Bidders that do not submit this page with their bid will not be regarded as utilizing project area subcontractors. If work will be performed by multiple Project Area Subcontractors, submit an affidavit for each. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

1. Contract Title: \_\_\_\_\_  
Specification #: \_\_\_\_\_  
Bidder/Contractor Name: \_\_\_\_\_
2. Is subcontractor a "Project Area Subcontractor" as defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-405? ( ) Yes ( ) No
3. Is subcontractor a "Small Business Enterprise" as described by the US Small Business Administration and defined in the Requirements for Bidding and Instructions for Bidders portion of this bid solicitation and in MCC 2-92-405? ( ) Yes ( ) No
4. Street address of facility location within the City of Chicago (P.O. address not accepted):  
\_\_\_\_\_  
\_\_\_\_\_
5. Describe the work to be performed on the contract: \_\_\_\_\_  
\_\_\_\_\_
6. List City of Chicago business license(s) held. If none are required, indicate "none required":  
\_\_\_\_\_

The undersigned commits to enter into a formal written agreement for supply with Bidder/Contractor, conditioned upon its execution of a contract with the City of Chicago to which the Project Area Business Preference is applied, within three (3) business days of its receipt of a signed contract from the City of Chicago. The Bidder/Contractor understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Project Area Subcontractor: \_\_\_\_\_  
(Print or Type)

Signature of Project Area Subcontractor Officer: \_\_\_\_\_  
(Signature)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

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

**7. GRADUATES OF CHICAGO SCHOOLS APPRENTICE UTILIZATION (SECTION 2-92-335 OF THE CHICAGO MUNICIPAL CODE)**

(a) For purposes of this section the following definitions apply:

“Apprentice” means any person who (1) is sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; and (2) has graduated from a Chicago Public Schools high school or is enrolled in, or has graduated from, a construction technology training program administered by the City Colleges of Chicago. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois.

“Bid incentive” means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project.

“Construction project” means any project to be paid for by D.P.S., but which is not funded in whole or part by any federal funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the City within its geographical boundaries as they exist or shall exist in the future.

“Contract base bid” means the total dollar amount a contractor bids on a construction project without factoring any bid incentive or percentage reductions to the bid amount.

“Earned credit” means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the contract.

“Earned credit certificate” means a certificate issued by the chief procurement officer evidencing the amount of earned credit a contractor has been awarded.

“Labor hours” means the total hours of workers receiving an hourly wage who are directly employed at the work site. “Labor hours” shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. “Labor hours” shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

(b) (1) For any construction project advertised having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to any qualified bidder the following bid incentive for utilization of apprentices in performance of the total labor hours performed under contract.

Percentage of Total Labor Hours Performed By Apprentices	Bid Incentive
5 to 10%	1/2% of bid price
11 to 15%	1% of bid price

The bid incentive shall be calculated and applied in accordance with subsection (b)(2). The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

(2) As part of the contract close-out procedure, if the chief procurement officer determines that the contractor has successfully met its apprentice utilization goals, the chief procurement officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The contractor may apply the earned credit certificate on multiple future construction project contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one construction project contract award. If the contractor applies the earned credit certificate on multiple construction project bids and is the lowest responsive and responsible bidder on more than one construction project bid, the earned credit certificate shall be applied to the construction project first to be advertised by D.P.S., or if multiple construction project bids were advertised on the same date, the earned credit certificate shall be applied only to the construction project with the greatest dollar value.

(c) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer, or the commissioner of the supervising department.

Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

(d) The chief procurement officer is authorized to adopt, promulgate and enforce reasonable rules pertaining to the administration and enforcement of this section.

## **BIDDER'S COMMITMENT TO UTILIZE APPRENTICES THAT ARE GRADUATES OF CHICAGO SCHOOLS**

The Apprentice Ordinance Bid Incentive as described in Section 2-92-335 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to be considered for this bid incentive on a future eligible construction project. Bidders that do not submit this page with their bid may still be eligible for this future bid incentive if it is awarded a contract under this specification and submits this affidavit to the CPO during the contract term. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to award an earned credit certificate for use on a future eligible construction project bid following contract close-out.*

1. Contract title: \_\_\_\_\_

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

2. The percentage of total labor hours for which Bidder commits to utilize apprentices (as defined in MCC 2-92-335 and the applicable bid solicitation) will be what percentage of the total hours performed under the contract?

( ) 5% to 10%-- 0.5% incentive

( ) 11% to 15%-- 1.0% incentive

Bidder understands that, pursuant to MCC 2-92-335, unless it meets or exceeds its apprentice utilization goals upon completion of this construction project, Bidder will not receive the above bid incentive for future construction project contracts.

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

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

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

**REQUEST TO APPLY BID INCENTIVE: CHICAGO GRADUATES APPRENTICE UTILIZATION (MCC 2-92-335)**

The Apprentice Ordinance Bid Incentive as described in Section 2-92-335 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to use a previously obtained earned credit certificate bid incentive on its bid for this contract. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to award this bid incentive.*

1. Current Contract title: \_\_\_\_\_

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

2. Value of previously earned credit certificate for application to this contract bid:

\$ \_\_\_\_\_

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

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

Attach a copy of the earned credit certificate for verification.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder; (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution; and (3) warrants that bidder did in fact employ those apprentices on the identified previous contract and take all other actions that were required to qualify for this bid incentive.

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

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

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

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

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

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

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

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

## **8. EX-OFFENDER APPRENTICE UTILIZATION (SECTION 2-92-336 OF THE CHICAGO MUNICIPAL CODE)**

(a) For purposes of this section the following definitions apply:

“Apprentice” means any person who is: (1) sponsored into an apprenticeship training program by a contractor that is authorized by a union to sponsor apprentices; (2) participating in a workforce development program of a delegate agency that receives funding from the Department Of Family and Support Services; and (3) an ex-offender. The union's apprenticeship training program must be registered with the United States Department of Labor, or approved or recognized by the State of Illinois. For purposes of this definition, “participating in” means the duration of the pertinent contract or one year, whichever is less.

“Bid incentive” means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid construction project.

“Construction project” means any project to be paid for by the City, but which is not funded in whole or part by any federal or state funds, to construct, remodel or reconstruct any public works, public buildings, public structures, roadways, parkways, bridges, parking facilities or parks, or any portion of any of the same, belonging to the City within its geographical boundaries as they exist or shall exist in the future.

“Contract base bid” means the total dollar amount a contractor bids on a construction project without factoring any bid incentive or percentage reductions to the bid amount.

“Earned credit” means the amount of the bid incentive allocated to a contractor upon completion of a construction project in which the contractor met or exceeded his or her goals for the utilization of apprentices in performance of the total labor hours performed under the contract.

“Earned credit certificate” means a certificate issued by the chief procurement officer evidencing the amount of earned credit a contractor has been awarded.

“Ex-offender” means a resident of the City of Chicago who has been convicted of an imprisonable offense under the Illinois Criminal Code or another state's penal statute.

“Labor hours” means the total hours of workers receiving an hourly wage who are directly employed at the work site. “Labor hours” shall include hours performed by workers employed by the contractor and all subcontractors working at the work site. “Labor hours” shall not include hours worked by non-working foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

(b)(1) For any construction project advertised after the effective date of this section having an estimated contract value of \$100,000.00 or more, and where not otherwise prohibited by federal, state or local law, the chief procurement officer shall allocate to any qualified bidder the following bid incentive for utilization of apprentices in performance of the total labor hours performed under the contract.

(2) The Chief Procurement Officer is authorized to limit or preclude the use of apprentices for a particular contract if she determines, following consultation with the Commissioner of Family and Support Services, that the nature of the underlying offense raises concerns of suitability for that contract.

Percentage of Total Labor Hours Performed By Ex-Offender Apprentices	Bid Incentive
5 to 10%	1/2% of bid price
11 to 15%	1% of bid price

The bid incentive shall be calculated and applied in accordance with subsection (c)(2). The bid incentive does not affect the contract price and is used only to calculate an amount to be used in evaluating the bid.

(c)(1) For all construction projects advertised after the effective date of this section, the chief procurement officer shall include the bid incentive provision in all such advertisements, unless the limitation or preclusion of subsection (b)(2) applies.

(2) As part of the contract close-out procedure, if the chief procurement officer determines that the contractor has successfully met its apprentice utilization goals, the chief procurement officer shall issue an earned credit certificate that evidences the amount of earned credits allocated to the contractor. The contractor may apply the earned credits as the bid incentive for any future construction project contract bid of equal or greater dollar value.

The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The contractor may apply the earned credit certificate on multiple future construction project contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one construction project contract award. If the contractor applies the earned credit certificate on multiple construction project bids and is the lowest responsive and responsible bidder on more than one construction project bid, the earned credit certificate shall be applied to the construction project first to be advertised by D.P.S., or if multiple construction project bids were advertised on the same date, the earned credit certificate shall be applied only to the construction project with the greatest dollar value.

(d) The contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer, or the commissioner of the supervising department.

Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for at least three years after final acceptance of the work.

(e) The chief procurement officer is authorized to adopt, promulgate and enforce rules pertaining to the administration and enforcement of this section.

**BIDDERS COMMITMENT TO UTILIZE EX-OFFENDER APPRENTICES**

The Ex-Offender Apprentice Ordinance Bid Incentive as described in Section 2-92-336 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to be considered for this bid incentive on a future eligible construction project. Bidders that do not submit this page with their bid may still be eligible for this future bid incentive if it is awarded a contract under this specification and submits this affidavit to the CPO during the contract term. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to award an earned credit certificate for use on a future eligible construction project bid following contract close-out.*

1. Contract title: \_\_\_\_\_

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

2. The percentage of total labor hours for which Bidder commits to utilize ex-offender apprentices (as defined in MCC 2-92-336 and the applicable bid solicitation) will be what percentage of the total hours performed under the contract?

( ) 5% to 10% -- 0.5% incentive

( ) 11% to 15% -- 1.0% incentive

Bidder understands that, pursuant to MCC 2-92-336, unless it meets its ex-offender apprentice utilization goals upon completion of this construction project, Bidder will not receive the above bid incentive for future construction project contracts.

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

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

Title of Signatory: \_\_\_\_\_

**REQUEST TO APPLY BID INCENTIVE: EX-OFFENDER APPRENTICE UTILIZATION (MCC 2-92-336)**



The Ex-Offender Apprentice Ordinance Bid Incentive as described in Section 2-92-336 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid construction projects funded in whole by City funds with an estimated contract value of \$100,000.00 or more.

Bidder must submit this form with the bid if it desires to use a previously obtained earned credit certificate bid incentive on its bid for this contract. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to award this bid incentive.*

1. Current Contract title: \_\_\_\_\_

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

2. Value of previously earned credit certificate for application to this contract bid:  
\$ \_\_\_\_\_

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

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

Attach a copy of the earned credit certificate for verification.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder; (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution; and (3) warrants that bidder did in fact employ those apprentices on the identified previous contract and take all other actions that were required to qualify for this bid incentive.

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

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

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

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

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

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

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

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

## **9. MENTORING PROGRAM BID PREFERENCE (SECTION 2-92-535 OF THE CHICAGO MUNICIPAL CODE)**

For purposes of this section only, the following definitions shall apply:

"Mentoring agreement" means a written mentor-protégé agreement approved by the CPO with MBEs and WBEs to develop their capacity in becoming self-sufficient, competitive and profitable business enterprises, as defined in Section 2-92-535.

"Subcontractor-to-subcontractor mentoring agreement" means a subcontractor's written mentor-protégé agreement approved by the CPO to develop the capacity of MBE or WBE subcontractors, as defined in Section 2-92-535.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a bid incentive of 1% of the contract base price, in accordance with Section 2-92-535 of the MCC, to any prime contractor that has entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement.

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture at the time of bid submission and at any time during the term of the Contract, as requested by the CPO.

As a condition of being awarded the bid preference, the Contractor shall maintain records adequate to monitor compliance with MCC Section 2-92-535 and shall submit such reports as required by the CPO. Full access to the Contractor's records shall be granted to the CPO, the Commissioner of the supervising department, the Inspector General, or any duly authorized representative thereof. The Contractor and subcontractors shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

Upon completion of the work, any Contractor that has failed to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which a bid preference was taken into consideration in awarding of a contract, shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Contractor can demonstrate that due to circumstances beyond the Contractor's control, the Contractor for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the Contract period.

**MENTORING PROGRAM BID PREFERENCE AFFIDAVIT**

The Mentoring Program bid preference as described in Section 2-92-535 of the Municipal Code of Chicago (“MCC”) is applicable to contracts having an estimated value of \$100,000 or more.

A bid preference of **1 percent** of the contract base bid is available to qualified bidders that are prime contractors that have entered into a mentoring agreement or whose subcontractor has entered into a subcontractor-to-subcontractor mentoring agreement. The bid preference is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

Bidder must submit this form, and a copy of either its mentoring agreement or a subcontractor-to-subcontractor mentoring agreement, with the bid if it desires to be considered for this bid preference. Bidders that do not submit this page with their bid will not be eligible for this bid preference. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

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

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

Bidder understands that if it fails to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement, for which this bid preference was taken into consideration in awarding of a contract, Bidder shall be fined in an amount equal to three times the amount of the bid preference allocated, unless the Bidder can demonstrate that due to circumstances beyond the Bidder’s control, Bidder for good cause was unable to maintain a mentoring agreement or a subcontractor that has a subcontractor-to-subcontractor mentoring agreement throughout the duration of the contract period.

Bidder understands that it may be required to produce records to the CPO to verify the information provided. Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of bidder, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

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

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

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

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement).

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

(Seal)

## 10. COMMITMENT TO ENCOURAGE DIVERSE WORKFORCE AND MANAGEMENT (2-92-407)

For purposes of this section only, the following definitions shall apply:

“Contract” means the contract, purchase order or agreement awarded by the City and whose cost is to be paid from funds belonging to or administered by the City; provided that the term “Contract” does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

“Diverse” means any of the following racial or ethnic groups:

African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and

Other groups, or other individuals, found by the board to be socially and economically disadvantaged and to have suffered actual racial, ethnic or gender discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City.

“Prime Contractor” means the Contractor and does not include any subcontractors.

“Management” means business owners, partners and any others who have a fiduciary duty to the business.

“Workforce” means all who are employed by Contractor in a permanent, full-time employment capacity.

Unless otherwise prohibited by any federal, state or local law, for any contract having an estimated contract value of \$100,000 or more advertised, or if not advertised awarded by competitive bid, the CPO shall allocate to any qualifying bidder the following bid incentive for diverse management and diverse workforce:

Total % Of Contractor Management That Is Diverse	Bid Incentive
10% To 20%	0.5% Of The Contract Base Bid
Greater Than 20% Up To 40%	2% Of The Contract Base Bid
Greater Than 40%	4% Of The Contract Base Bid
Total % Of Contractor Workforce That Is Diverse	Bid Incentive
10% To 20%	2% Of The Contract Base Bid
Greater Than 20% Up To 40%	4% Of The Contract Base Bid
Greater Than 40%	6% Of The Contract Base Bid

A Prime Contractor may qualify for and apply both the diverse management and diverse workforce bid incentives.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the Contract price.

The Prime Contractor shall maintain records adequate to monitor compliance with this section and shall submit such reports as required by the CPO. Full access to the Prime Contractor’s records shall be granted to the CPO, the Commissioner of the

supervising department, the Inspector General, or any duly authorized representative thereof. The Prime Contractor shall maintain all relevant records for a period of no less than three years after the expiration of the Contract.

The CPO may require, at the time of submission of a bid or at any time during the term of the Contract, that the bidder of Prime Contractor submit an affidavit and other supporting documents demonstrating that the bidder or Prime Contractor is eligible for the diverse management and/or diverse workforce bid incentives.

Upon completion of the work, any Prime Contractor that has failed to retain the percentage of diverse management and/or diverse workforce for which a bid incentive was taken into consideration in awarding of a contract shall be fined in an amount equal to three times the amount of the bid incentive allocated, unless the Prime Contractor can demonstrate that due to circumstances beyond the Prime Contractor's control, the Prime Contractor for good cause was unable to retain the percentage of diverse management and/or diverse workforce throughout the duration of the Contract period.

**BIDDER'S COMMITMENT TO ENCOURAGE DIVERSE MANAGEMENT AND WORKFORCE**

The Bid Incentive to Encourage Diverse Management and Workforce as described in Section 2-92-407 of the Municipal Code of Chicago ("MCC") is applicable to competitively bid contracts funded in whole by City funds. Bidder must submit this form with the bid if it desires to be considered for this bid incentive. Bidders that do not submit this page with their bid will not be eligible for this bid incentive. Attach additional sheets if necessary.

*Note: The CPO may request additional information or documentation before determining to apply the preference.*

- 1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_
  
- 2. The total percentage of Diverse Management (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Management?  
  
( ) 10% to 20% -- 0.5% incentive  
( ) Greater than 20% to 40% -- 2% incentive  
( ) Greater than 40% -- 4% incentive
  
- 3. The total percentage of Diverse Workforce (as defined in MCC 2-92-407 and the applicable bid solicitation) that Bidder commits to retain will be what percentage of the total Workforce?  
  
( ) 10% to 20% -- 2% incentive  
( ) Greater than 20% to 40% -- 4% incentive  
( ) Greater than 40% -- 6% incentive

Bidder may qualify for and apply both the diverse management and diverse workforce bid incentives.

Bidder understands that if it fails to retain the committed percentage of Diverse Management and/or Workforce, under MCC 2-92-407 it may be fined in an amount equal to three times the amount of the bid incentive allocated, unless the prime contractor can demonstrate that due to circumstances beyond the prime contractor's control, the prime contractor for good cause was unable to retain the percentage of Diverse Management and/or Workforce throughout the duration of the contract period.

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

***Signature page follows.***

***Signature Page For Bidder's Commitment To Encourage Diverse Management And Workforce***

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

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

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

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

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

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

(Seal)

### SECTION 3: AWARD CRITERIA DETERMINATION

Bidder: \_\_\_\_\_

In accordance with Chapter 2-92 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel on this project, the City of Chicago has established the following canvassing formula for the purpose of evaluating proposals and awarding the contract.

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 2, 4, and 6 in the formula shall not be greater than 70 percent in each category, for the purpose of canvassing only. The 70 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10, and 12 shall not be greater than 15 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

**Canvassing Formula**

Line 1.	<b>Base Bid, in figures</b>	_____
Line 2.	Percentage of the total journeyworker hours that the Contractor proposes to be worked by minority Journeyworkers during construction of the Project.  <b>(Maximum figure .70)</b>	_____
Line 3.	<b>Multiply Line 2 by Line 1 by 0.04</b>	_____
Line 4.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project.  <b>(Maximum figure .70)</b>	_____
Line 5.	<b>Multiply Line 4 by Line 1 by 0.03</b>	_____
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project.  <b>(Maximum figure .70)</b>	_____
Line 7.	<b>Multiply Line 6 by Line 1 by .01</b>	_____
Line 8.	Percentage of the total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during construction of the project.  <b>(Maximum figure .15)</b>	_____
Line 9.	<b>Multiply Line 8 by Line 1 by 0.04</b>	_____
Line 10.	Percentage of the total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project.  <b>(Maximum figure .15)</b>	_____
Line 11.	<b>Multiply Line 10 by Line 1 by 0.03</b>	_____
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project.  <b>(Maximum figure .15)</b>	_____
Line 13.	<b>Multiply Line 12 by Line 1 by 0.01</b>	_____
Line 14.	<b>Summation of Lines 3, 5, 7, 9, 11, and 13</b>	_____
Line 15.	<b>Subtract Line 14 from Line 1 = Award Criteria Figure</b>	_____



The bidder shall complete the Canvassing Formula and transfer the final Award Criteria Figure, Line 15, to the space provided on the itemized Proposal Sheet. A contract in the amount of the Total Base Bid will be awarded to be responsible bidder with the lowest Award Criteria Figure. The City reserves the right to revise all arithmetic calculations for correctness.

The Contractor is obliged during the construction of the Project to fulfill every numerical commitment made under the Canvassing Formula categories. Therefore, every limiting condition of circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractor’s obligations as established under the Canvassing Formula is not available due to such circumstances found to exist during Construction. Also, if Journeyworkers will not be employed in the project, or Apprentices, or Laborers, then the proposal made in the appropriate Lines, Lines 2 and 8, or Lines 4 and 10, or 6 and 12, should be entered as “0 percent” since no Journeyworker or Apprentice or Laborer hours are reported after construction, this will be computed by the City as “0 percent,” minority/female hours achieved.

If commitments are made in the Apprentice category, Lines 4 and 10, the total apprentice hours to be employed on the projects should be anticipated to be a substantial number of hours; since it is the intention of the City that where a commitment for a percentage of minority or female Apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 actual hours of minority or female employment as Apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the Contract there are less than 40 actual hours of minority or female Apprentice work performed, then the number of minority or female apprentice hours will be counted by the City as “0” for the purpose of measuring the achievement towards the apprentice canvassing formula goal.

Therefore, notice that when the Contractor is performing at a level under a minority or female Apprentice goal, Line 4 or Line 10 above, the Contractor will be subject to the full amount of liquidated damages, see Lines 5 and 11, if at least 40 actual hours of minority or female Apprenticeship work are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the project, then “0” should be put in Lines 4 and 10 as the percentage commitment for apprentices.

The Contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for noncompliance. The Contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on Lines 2, 4, 6, 8, 10, and 12 of the canvassing formula, covering Journeyworkers, Apprentices, and Laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Contractor.

In calculating the aggregated work hours toward the utilization goal for construction Journeyworkers, Apprentices, or Laborers under this Canvassing Formula, the Contractor shall be given 150% credit for every work hour performed by a minority or woman worker residing within a socio-economically disadvantaged area. The criteria for designation of an area as socio-economically disadvantaged, which include but are not limited the median family income of an area, is set forth in rules promulgated by the Commissioner of Planning and Development. Areas designated as socio-economically disadvantaged at the time of contract solicitation are shown on the attached map.

**Liquidated Damages**

For each one percent (1%) deficiency of minority Journeyworkers not utilized toward the goal (Line 2), four cents for each hundred dollars of the base bid, calculated as follows:

Line 1	X	.04
100		

Each one percent (1%) deficiency of shortfall toward the goal line (Line 8) for female Journeyworkers shall be computed in the same way.

For each one percent (1%) deficiency of minority Apprentices not utilized toward the goal (Line 4), three cents per each hundred dollars on the base bid, calculated as follows:

Line 1	X	.03
100		

Each one percent (1%) of shortfall toward the goal (Line 10) for female Apprentices shall be computed in the same way.

For each one percent (1%) deficiency of minority Laborers not utilized towards the goal (Line 6), one cent per each hundred dollars of the Base Bid, calculated as follows:

Line 1	X	.01
100		

Each one percent shortfall toward the goal (Line 12) for female Laborers shall be computed in the same way.

**Reporting**

The Contractor shall submit to the City on a timely basis a completed weekly certified payroll, (U.S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent) with race and gender of employees clearly named or coded each week. The Contractor is responsible for forwarding every worksite Subcontractor’s weekly certified payroll. Supportive information regarding an employee’s race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will subject the contractor to liquidated damages in the total amount listed in Line 14 above.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of the canvassing formula:

Black	—	Persons having origins in any of the Black racial groups of Africa.
Hispanic	—	Persons of Mexican, Puerto Rican, Cuban, Central American, or other Spanish culture or origin, regardless of race.
Native American	—	Persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.
Asian Pacific	—	Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories or the Northern Marianas.
Asian Indian	—	Persons whose origins are from India, Pakistan, or Bangladesh.

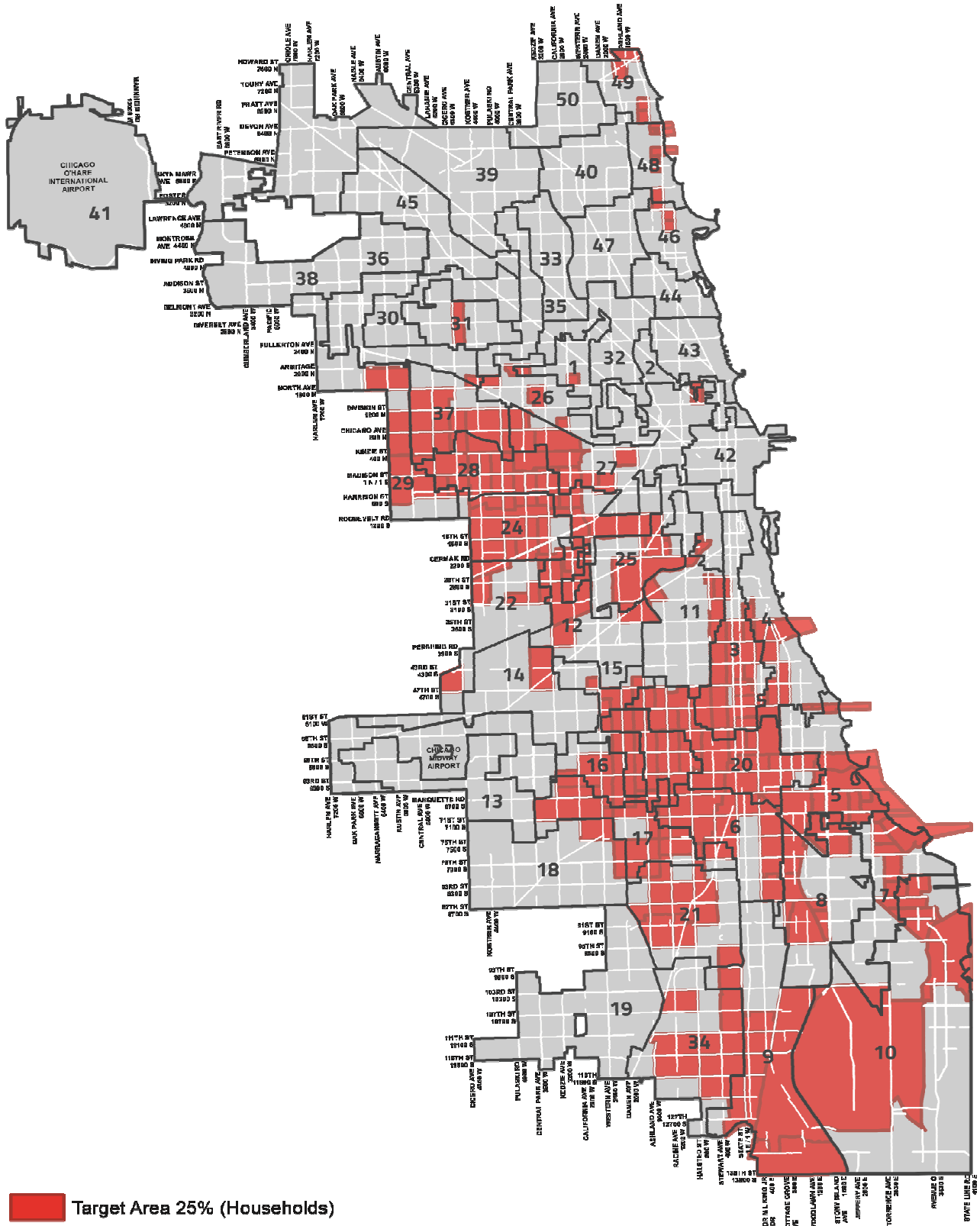
Included in the canvassing formula as “Journeyworkers” are the construction site Journeyworkers from the major trades including, without limitation, truck drivers, electrical groundsmen, and elevator construction helpers. Other “Helpers,” watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable in the formula. Hourly wage “Foremen” and “General Foremen” will be counted as journeyworkers for purposes of the canvassing formula.

Included in the canvassing formula as “Apprentices” are only bona fide Apprentices currently in a training program certified by the U.S. Department of Labor — Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable in the formula. Individual workers who are both minority and female will have their hours counted towards both a minority goal and any female goal.

**Other Regulations**

The adherence to the canvassing formula does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in this contract.

# SOCIO-ECONOMICALLY DISADVANTAGED AREAS



**SECTION 4: BID FORM  
CONTRACT BASE BID**

**BIDDER:** \_\_\_\_\_

The Bidder agrees to submit its bid without limitations or exceptions, except as permitted by the Contract Documents.

The Bidder further agrees that if awarded the Contract, the Bidder shall perform the Contract with no limitations or exceptions.

The Bidder shall complete both this Contract Base Bid and the Award Criteria Figure for its bid. Contract Documents submitted without both figures may be rejected as non-responsive. The Contract Base Bid amount will be used to determine the Award Criteria Figure.

If no bid preferences are applicable, then the Award Criteria Figure is the Evaluated Bid Amount. If bid preferences or penalties are applicable, the Award Criteria Figure will be adjusted accordingly. The 4% City-Based Bid Incentive, 6% City-Based Bid Incentive, and 8% City-Based Bid Incentive may not be applied concurrently to compute the Evaluated Bid amount. The MBE/Veteran JV/Veteran-Owned Small Local Business Bid Incentive and the Veteran-Owned Subcontractor Utilization Bid Incentive may not be applied concurrently to compute the Evaluated Bid amount.

The Contract Base Bid shall include the entire scope of work and requirements of Part One, Part Two, Part Three and the Contract Drawings of the Contract Documents.

A Contract in the amount of the Contract Base Bid will be awarded to the responsive and responsible Bidder, as determined by the Chief Procurement Officer, offering the lowest Evaluated Bid Amount.

**CONTRACT BASE BID**

\_\_\_\_\_  
(Words)  
Dollars (\$) \_\_\_\_\_  
(Figures)

**NOTE: STOP! COMPLETE THE BASIS OF CONTRACT AWARD CRITERIA DETERMINATION BEFORE COMPLETING THE AWARD CRITERIA FIGURE BELOW.**

**AWARD CRITERIA FIGURE**

(Line 15 of the Canvassing Formula)

\_\_\_\_\_  
(Words)  
Dollars (\$) \_\_\_\_\_  
(Figures)

**SCHEDULE OF PRICES**  
 Leak Repairs to Concourse B&C Pedestrian Tunnel  
 Specification No.: 1186466

**Bidder:** \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	02220-1	Temporarily Relocate Shelter	EA	1		
2	02220-2	Demo Existing Drip Trays – Concourse B Atrium	EA	1		
3	02220-3	Demo Existing Drip Trays – Concourse C Atrium	EA	1		
4	02220-4	Demo Existing Drip Trays – Mid Tunnel	EA	1		
5	02220-5	Demo Existing Drip Trays – Concourse B Bag Room	EA	1		
6	02220-6	Demo Existing Drip Trays – Concourse C Bag Room	EA	1		
7	02605-1	Trench Drain Type 1	L.F.	126		
8	02605-2	Trench Drain Type 2	L.F.	46		
9	03810-1	Concrete Routing	L.F.	1,700		
10	03900-1	Clean and Prepare Surface	S.F.	2,632		
11	05800-1	Non-Plated Expansion Joint Install	L.F.	975		
12	05800-2	Plated Expansion Joint Install	L.F.	180		
13	06100-1	Temporary Partitions & Scaffolding Concourse B	EA	1		
14	06100-2	Temporary Partitions & Scaffolding Concourse C	EA	1		
15	06100-3	Temporary Partitions & Scaffolding Mid Tunnel	EA	1		
16	06100-4	Temporary Partitions & Scaffolding Utility Tunnels	EA	1		
17	07130-1	Water Proofing Membrane	S.Y.	1,186		
18	07920-1	Active Crystalline Water Sealant Application	L.F.	1,700		
19	15400-1	New Drip Trays (K-7 Gutter)	L.F.	1,316		
20	15400-2	Drip Tray Plumbing – Concourse B Atrium	EA	1		
21	15400-3	Drip Tray Plumbing – Concourse C Atrium	EA	1		
22	15400-4	Drip Tray Plumbing – Mid Tunnel	EA	1		
23	15400-5	Drip Tray Plumbing – Concourse B Bag Room	EA	1		
24	15400-6	Drip Tray Plumbing – Concourse C Motor Controls	EA	1		

**SCHEDULE OF PRICES**  
 Leak Repairs to Concourse B&C Pedestrian Tunnel  
 Specification No.: 1186466

**Bidder:** \_\_\_\_\_

ITEM NO.	PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
25	15400-7	Drip Tray Plumbing – Concourse C Utility Tunnel	EA	1		
26	15400-8	Drip Tray Plumbing – Concourse C Pump Room	EA	1		
27	D-701-1	6” CI Pipe	L.F.	39		
28	D-701-2	12” CI Pipe	L.F.	21		
29	P-150-1	Pavement Demo	S.Y.	1,490		
30	P-156-1	Inlet and Pipe Protection	EA	4		
31	P-501-1	Paving – Portland Cement Concrete, Reinforced	S.Y.	190		
32	P-610-1	New Curbs & Slab Alteration	L.F.	2,190		
33	P-610-2	Concrete Pavement	S.Y.	1,122		
34	P-623-1	Concrete Pavement at Concourse C Pass Through	L.F.	827		
35	P-623-2	Sealing Joints	L.F.	2,190		
36	01010-1	Allowance for Airport Tenant Impacts	AL	1	\$150,000.00	
37	01010-2	Allowance for Building Permits	AL	1	\$50,000.00	
38	01010-3	Allowance for Utility Conflicts or Unforeseen Conditions	AL	1	\$35,000.00	
39	01010-4	Allowance for Project Identification Sign	AL	1	\$30,000.00	
40	01010-5	Allowance for Airport Operational Impacts	AL	1	\$50,000.00	
41	01010-6	Allowance for Advertising Board Removal and Reinstallation	AL	1	\$50,000.00	
42	M-101-1	Mobilization (MUST NOT EXCEED 6% OF TOTAL BID PRICE)	L.S.	1		
43	M-101-2	Closeout Documentation	L.S.	1	\$200,000.00	
44	M-103-1	Allowance for Supplemental Safety Measures	AL	1	\$100,000.00	
45	N-110-1	Allowance for Standby Time	AL	1	\$50,000.00	
46	01502-1	Traffic Control and Protection	L.S.	1		

**SCHEDULE OF PRICES**  
Leak Repairs to Concourse B&C Pedestrian Tunnel  
Specification No.: 1186466

**Bidder:** \_\_\_\_\_

**NOTES TO BIDDER:**

- 1) Total price for mobilization must not exceed 6% of the Contract Base Bid.
- 2) Award Criteria Figure as calculated on page 52.
- 3) Bidders should round all quoted prices to the nearest two decimal points.
- 4) In the event of discrepancy between the "Unit Price" and the "Total Price" the Unit Price will prevail.
- 5) The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the above Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Schedule of Prices, except to the extent that the Specifications expressly allows otherwise. In the event that comparison of the Bidder's 'Unit Price' and 'Total Price' submitted for any line item reveals a calculation error, the Unit Price will prevail.
- 6) **The Commissioner has determined per Part Two, General Conditions that the safety representative for this project is NOT permitted to have other responsibilities.**

## **SECTION 5: EXECUTION PAGES**



### PROPOSAL TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received **Specification No.** click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)**

\_\_\_\_\_, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

NAME OF CORPORATION: \_\_\_\_\_  
(Print or Type)

SIGNATURE OF PRESIDENT\*:  
(Or Authorized Officer) \_\_\_\_\_  
(Signature )

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

\*Note: In the event that this bid (proposal) is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: \_\_\_\_\_  
(Corporate Secretary Signature)  
(Affix Corporate Seal)

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as

Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

**PROPOSAL TO BE EXECUTED BY A PARTNERSHIP**

The undersigned, hereby acknowledges having received **Specification No.** click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

BUSINESS NAME: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

**SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP**

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
(Print or Type)

Partner Signature: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
(Print or Type)

Partner Signature: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
(Print or Type)

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).

(Seal)

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_

### PROPOSAL TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received **Specification No.** click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

**SIGNATURE OF PROPRIETOR:**

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

**DOING BUSINESS AS:**

\_\_\_\_\_  
(Print or Type)

Business Address:

\_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number:

\_\_\_\_\_  
(Print or Type)

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

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

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

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

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

### PROPOSAL TO BE EXECUTED BY A JOINT VENTURE

The undersigned, hereby acknowledges having received **Specification No.** click and type specification no. containing a full set of Contract Documents, including, but not limited to, 1) Instructions to Bidders (Proposers), 2) General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable) 5) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. **(none unless indicated here)** \_\_\_\_\_, and affirms that the Joint Venture shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this proposal, except only to the extent that the Joint Venture has taken express written exception thereto in the sections of this specification designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line; (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line; and (3) further warrants that, as of the date of submission of this proposal or bid, there have been no changes in Circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

**JOINT VENTURE NAME:** \_\_\_\_\_  
(Print or Type)

**JOINT VENTURE ADDRESS:** \_\_\_\_\_  
(Print or Type)

If you are operating under an assumed name, provide County registration number herein under as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: \_\_\_\_\_

**SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE JOINT VENTURE**

(If all members of the Joint Venture do not sign, indicate authority of signatories by attaching copy of Joint Venture agreement or other authorizing document):

**SIGNATURE OF**  
Authorized Party: \_\_\_\_\_  
(Signature )

**TITLE OF SIGNATORY:** \_\_\_\_\_  
(Print or Type)

**BUSINESS ADDRESS:** \_\_\_\_\_  
(Print or Type)

**ATTEST:** \_\_\_\_\_  
(Joint Venture Secretary Signature)  
(Affix Joint Venture Seal)

**OR**  
Joint Venturer  
Signature: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
(Print or Type)

Joint Venturer  
Signature:

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

Address:

\_\_\_\_\_  
(Print or Type)

Joint Venturer  
Signature:

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

Address:

\_\_\_\_\_  
(Print or Type)

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_  
as Secretary of \_\_\_\_\_ (Corporation Name).  
(Seal)

\_\_\_\_\_  
Notary Public Signature  
Commission Expires: \_\_\_\_\_



## SECTION 6: INSURANCE REQUIREMENTS

### Chicago Department of Aviation O'Hare International Airport Leak Repairs to Concourse B&C Pedestrian Tunnel H1170.19-01

#### A. INSURANCE REQUIRED

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

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

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

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not be limited to, the following: All premises and operations, products/completed operations (for the full statute of repose following project completion), explosion, collapse, underground, separation of insureds, runway work, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent), and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period; or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City and other entities required by City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where

required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies, the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, water including overflow, leakage, sewer backup and seepage, damage to adjoining and existing property, debris removal, collapse, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown or failure, testing, and extra expense. The City of Chicago is to be named as an additional insured and loss payee.

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

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000 for each claim. Coverage must include, but not limited to, the following: pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, used, leased, or rented to Contractor.

**B. ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Contractor must furnish the City, Department of Aviation, 10510 West Zemke Road, 60666 and Department of Procurement Services, City Hall, Room 806, 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.



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

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

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

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

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

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

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

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

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

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

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

Insurance required of Subcontractors. Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations or an endorsement form at least as broad and acceptable to the City Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the

Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

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

## SECTION 7: INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The Bidder shall complete an online EDS prior to the bid due date. A Bidder who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the bid/proposal due date, the City will accept a paper EDS provided written justification is submitted with the bid/proposal explaining the Bidder's good faith efforts to complete it before the bid/proposal due date and the reasons why on line EDS could not be completed.

### 1.1. **ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

The Bidder must complete an online EDS prior to the bid opening date.

A Bidder that does not file an electronic EDS prior to the bid opening will be found non-responsive and its bid will be rejected, unless a paper EDS and justification is submitted with the bid as described above. Paper EDS forms may be obtained on the City's website at:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementse ds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementse ds.html)

### 1.2. **ONLINE EDS WEB LINK**

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

### 1.3. **ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Bidders should provide this number here:

EDS Number: \_\_\_\_\_

### 1.4. **ONLINE EDS CERTIFICATION OF FILING**

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

### 1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN

	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

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

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

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

**1.7. EDS FREQUENTLY ASKED QUESTIONS**

**Q: Where do I file?**

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

**Q: How do I get help?**

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

**Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

**Q: Who is the Applicant?**

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

**Q: Who is the Disclosing Party?**

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

**Q: What is an entity or legal entity?**

A: “Entity” or ”Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**Q: What is a person for purposes of the EDS?**

A: “Person” means a human being.

**Q: Who must submit an EDS?**

A. An EDS must be submitted in any of the following three circumstances:

<b>Applicants:</b>	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
<b>Controlling entities:</b>	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the

	controlling entity must also file an EDS on its own behalf.
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**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as [www.hotmail.com](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [www.gmail.com](http://www.gmail.com) to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

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

**Q: Who is the EDS Captain?**

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

**Q: Why do we need EDS Captains?**

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

**Q: Who is the EDS team?**

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

**Q: I forgot my password. What should I do?**

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

**Q: How do I complete an Online EDS?**

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

**Q: How do I fill out a Disclosure of Retained Parties?**

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

**Q: How do I attach documents?**

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

**Q: Who can complete an Economic Disclosure Statement online?**

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

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

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

**Q: I am filing electronically. How do I sign my EDS?**

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

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration.” Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

**Q: Can I save a partially complete EDS?**

A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

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

**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at <http://get.adobe.com/reader/>
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.



## **SECTION 8: SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS ENTERPRISE COMMITMENT AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS**

### **I. Policy and Terms**

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

### **Contract Specific Goals and Bids**

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:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or
- B. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or 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 the contract:

**MBE Contract Specific Goal: 28.08%**  
**WBE Contract Specific Goal: 7.78%**

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

### **Contract Specific Goals and Contract Modifications**

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.
  - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
  - b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

## **II. Definitions**

"Area of Specialty" means the description of a MBE's or WBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

"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.

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

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

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

"Construction Contract" means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other

structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

“Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract.

“Contractor” means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

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

“Directory” means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

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

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

“Minority Business Enterprise” or “MBE” means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

“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.

“Women Business Enterprise” or “WBE” means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

### **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 Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

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 Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

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

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

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.

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

#### **IV. Counting MBE and WBE Participation Towards the Contract Specific Goals**

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

**Firms that are certified as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.** For example, a firm 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. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- 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.

**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.**

- 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 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. 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.
    - i. OR 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.
  - 2. Note: 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 for the cost of supplies 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 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 or 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. Procedure to Determine Bid Compliance**

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

- A. Schedule B: MBE/WBE Affidavit of Joint Venture
  - 1. Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.
- B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C 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 within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. 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, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.
2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after

notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.

3. 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. Names, addresses, emails and telephone numbers of firms solicited;
    - ii. Date and time of contact;
    - iii. Person contacted;
    - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
  - c. Evidence of contact, including:
    - 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 agreements were not reached.
    - v. Bids received from all subcontractors.
  - d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.
- K. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

**VI. Demonstration of Good Faith Efforts**

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:



1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
  2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
  3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
  5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
  6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
  7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
  8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
  9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
  10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
  11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

**VII. 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 Chief Procurement 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; or
  - 8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.
  - 9. Termination of a Mentor Protégé Agreement.
  
- 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 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 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 sections V and VI. 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 Chief Procurement 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.

**VIII. Reporting and Record Keeping**

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- 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 MBE and WBE. 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 (15<sup>th</sup>) day of each month.

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 20<sup>th</sup> day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25<sup>th</sup> of each month or payments may be withheld.

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: <http://chicago.mwdbe.com>

- C. 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.
- D. 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.

**IX. Non-Compliance**

- 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; 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 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. 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 final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

#### **X. Arbitration**

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights 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 or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award 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.

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

<p><b>51<sup>st</sup> Street Business Association *</b> 220 E. 51<sup>st</sup> Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a> Web: <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>African American Contractors Association - AACA</b> P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: <a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a> Web: <a href="http://www.aacanatl.org">www.aacanatl.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc.</b> 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: <a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a>; <a href="mailto:aogrc@angelofgodresourcecenter.org">aogrc@angelofgodresourcecenter.org</a> Web: <a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises *</b> 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: <a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a> Web: <a href="http://www.aaabna.org">www.aaabna.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Black Contractors United *</b> 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Business Leadership Council *</b> 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: <a href="mailto:Karen.r@businessleadershipcouncil.org">Karen.r@businessleadershipcouncil.org</a> Web: <a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: <a href="mailto:jholston@lgbtcc.com">jholston@lgbtcc.com</a> Web: <a href="http://www.lgbtcc.com">www.lgbtcc.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Chatham Business Association Small Business Dev. *</b> 800 E. 78<sup>th</sup> Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: <a href="mailto:pbarreda@chicagomscdc.org">pbarreda@chicagomscdc.org</a> Web: <a href="http://www.chicagomscdc.org">www.chicagomscdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>Chicago Urban League *</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: <a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b> 2444 W. 16<sup>th</sup> Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a> Web: <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b> 1507 E. 53<sup>rd</sup> Street, Suite 906 Chicago, IL. 60615 Phone: 312-436-0301 Email: <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a> Web: <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce</b> 1633 S. Michigan Avenue Chicago, IL. 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: <a href="mailto:rmcgowan@cosmochamber.org">rmcgowan@cosmochamber.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Do For Self Community Development Co. *</b> 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: <a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a> Web: <a href="http://www.doforself.org">www.doforself.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b> 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: <a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a> Web: <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b> 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Fresh Start Home Community Development Corp.</b> 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: <a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a> Web: <a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Greater Englewood Community Development Corp. *</b> 815 W. 63<sup>rd</sup> Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: <a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a> Web: <a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Greater Pilsen Economic Development Assoc. *</b> 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: <a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a> Web: <a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

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<p><b>Greater Far South Halsted Chamber of Commerce *</b>          10615 S. Halsted Street          Chicago, IL 60628          Phone: 518-556-1641          Fax: 773-941-4019          Email: <a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a>          Web: <a href="http://www.greaterfarsouthhalstedchamber.org">www.greaterfarsouthhalstedchamber.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>Greater Southwest Development Corporation</b>          2601 W. 63<sup>rd</sup> Street          Chicago, IL 60629          Phone: 773-362-3373          Fax: 773-471-8206          Email: <a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a>          Web: <a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>
<p><b>Hispanic American Construction Industry Association (HACIA) *</b>          650 W. Lake St., Unit 415          Chicago, IL 60661          Phone: 312-575-0389          Fax: 312-575-0544          Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a>          Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b>          222 Merchandise Mart Plaza, Suite 1212 c/o 1871          Chicago, IL 60654          Phone: 312-425-9500          Email: <a href="mailto:aalcantar@ihccbusiness.net">aalcantar@ihccbusiness.net</a>          Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Illinois State Black Chamber of Commerce *</b>          411 Hamilton Blvd., Suite 1404          Peoria, Illinois 61602          Phone: 309-740-4430 / 773-294-8038          Fax: 309-672-1379          Email: <a href="mailto:Larrylvory@IllinoisBlackChamber.org">Larrylvory@IllinoisBlackChamber.org</a>;  <a href="mailto:vgilb66709@yahoo.com">vgilb66709@yahoo.com</a>  <a href="http://www.illinoisblackchamberofcommerce.org">www.illinoisblackchamberofcommerce.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>JLM Business Development Center *</b>          2622 W. Jackson Boulevard          Chicago, IL 60612          Phone: 773-826-3295          Fax: 773-359-4021          Email: <a href="mailto:jlmbizcenter@gmail.com">jlmbizcenter@gmail.com</a>          Web: <a href="http://www.jlmcenter.org">www.jlmcenter.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Latin American Chamber of Commerce *</b>          3512 W. Fullerton Avenue          Chicago, IL 60647          Phone: 773-252-5211          Fax: 773-252-7065          Email: <a href="mailto:d.lorenzopadron@LACCUSA.com">d.lorenzopadron@LACCUSA.com</a>          Web: <a href="http://www.LACCUSA.com">www.LACCUSA.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>National Association of Women Business Owners *</b>          500 Davis Street, Ste 812          Evanston, IL 60201          Phone: 773-410-2484          Fax: 847-328-2018          Email: <a href="mailto:wjaehn@nawbochicago.org">wjaehn@nawbochicago.org</a>          Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>National Black Wall Street *</b>          4655 S. King Drive, Suite 203          Chicago, IL 60653          Phone: 773-268-6900          Fax: 773-392-0165          Email: <a href="mailto:markallen2800@aol.com">markallen2800@aol.com</a>          Web: <a href="http://www.nationalblackwallstreetchicago.org">www.nationalblackwallstreetchicago.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>National Organization of Minority Engineers (NOME) *</b>          33 W. Monroe, Suite 1540          Chicago, IL 60603          Phone: 312-960-1239          Email: <a href="mailto:grandevents1@sbcglobal.net">grandevents1@sbcglobal.net</a>          Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>

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<p><b>Neighborhood Development Services, NFP *</b>          10416 South Maryland Avenue          Chicago, IL 60628          Phone: 773-413-9348          Fax: 773-371-0032          Email: <a href="mailto:neighborhooddevservices@gmail.com">neighborhooddevservices@gmail.com</a>          Web: <a href="http://www.ndsnfp.org">www.ndsnfp.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>Rainbow/PUSH Coalition *</b>          930 E. 50<sup>th</sup> Street          Chicago, IL 60615          Phone: 773-256-2768          Fax: 773-373-4103          Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a>          Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: No</p>
<p><b>Real Men Charities, Inc.</b>          2423 E. 75<sup>th</sup> Street          Chicago, IL 60649          Phone: 773-425-4113          Email: <a href="mailto:ymoyo@realmencook.com">ymoyo@realmencook.com</a>          Web: <a href="http://www.realmencook.com">www.realmencook.com</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center</b>          7415 E. End, Suite 120          Chicago, IL 60649          Phone: 773-406-1069          Fax: 866-873-2494          Email: <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a>          Web: <a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>South Shore Chamber, Inc. *</b>          1750 E. 71<sup>st</sup> Street          Chicago, IL 60649-2000          Phone: 773-955- 9508          Tonya Trice, Executive Director          Email: <a href="mailto:ttrice@southshorechamberinc.org">ttrice@southshorechamberinc.org</a>          Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</b>          4550 S. Wabash Avenue          Chicago, IL. 60653          Phone: 773-538-5120          Fax: 773-538-5125          Email: <a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a>          Web: <a href="http://www.stpaulcdm.org">www.stpaulcdm.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b>          1547 South Wolf Road          Hillside, Illinois 60162          Phone: 773-315-9720          Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a>          Web: <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>US Minority Contractors Association, Inc. *</b>          1250 Grove Ave. Suite 200          Barrington, IL 60010          Phone: 847-708-1597          Fax: 847-382-1787          Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a>          Web: <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Women's Business Development Center *</b>          8 S. Michigan Ave., 4th Floor          Chicago, IL 60603          Phone: 312-853-3477          Fax: 312-853-0145          Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>          Web: <a href="http://www.wbdc.org">www.wbdc.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>Urban Broadcast Media, Inc.</b>          4108 S. King Drive,          Chicago, IL 60653          Phone: 312-614-1075          Email: <a href="mailto:drleonfinney312@gmail.com">drleonfinney312@gmail.com</a>          Web: <a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>



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<p><b>Women Construction Owners &amp; Executives (WCOE) *</b>          Chicago Caucus          308 Circle Avenue          Forest Park, IL 60130          Phone: 708-366-1250          Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a>          Web: <a href="http://www.wcoesa.org">www.wcoesa.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: No</p>	<p><b>Your Community Consultants Foundation</b>          9301 S. Parnell Ave.,          Chicago, IL 60620          Phone: 773-224-9299          Fax: 773-371-0032          Email: <a href="mailto:allen81354@aol.com">allen81354@aol.com</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>
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## **MBE/WBE COMPLIANCE PLAN**

### SCHEDULE B: MBE/WBE Affidavit of Joint Venture

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

I. Name of joint venture: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number of joint venture: \_\_\_\_\_

II. Email address: \_\_\_\_\_  
Name of non-MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

III. Name of MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
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 joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE 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 is the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

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

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

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

- 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Costs of bonding (if required for the performance of the contract):  
\_\_\_\_\_
- 6. Costs of insurance (if required for the performance of the contract):  
\_\_\_\_\_
- C. Provide copies of all written agreements between venturers concerning this project.
- D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture

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

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

My Commission Expires: \_\_\_\_\_(Seal)



## SCHEDULE C

MBE/WBE Letter of Intent to  
Perform as a Subcontractor to the Prime Contractor

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

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

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

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

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

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

**Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor**

**Partial Pay Items**

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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





# SCHEDULE C

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

## MBE/WBE Letter of Intent to Perform as a 2<sup>nd</sup> Tier Subcontractor to the Prime Contractor

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

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

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

To: \_\_\_\_\_  
(Name of 1<sup>st</sup> Tier Contractor)

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

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

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

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---

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

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

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

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

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

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

**Schedule C: MBE/WBE Letter of Intent to Perform as a 2<sup>nd</sup> Tier Subcontractor to the Prime Contractor**

**Partial Pay Items**

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

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ \_\_\_\_\_

Total @ 100%: \$ \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# SCHEDULE C (Construction)

## MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: \_\_\_\_\_ Specification Number: \_\_\_\_\_

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

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

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

The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____

Line 1: Sub Total: \$ \_\_\_\_\_

Line 2: Total @ 100%: \$ \_\_\_\_\_

Line 3: Total @ 60%: \$ \_\_\_\_\_

### Partial Pay Items.

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

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____

Line 1: Sub Total: \$ \_\_\_\_\_

Line 2: Total @ 100%: \$ \_\_\_\_\_

Line 3: Total @ 60%: \$ \_\_\_\_\_

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

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

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

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

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

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

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

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

Signature of Owner, President or Authorized Agent of MBE or WBE \_\_\_\_\_ Date \_\_\_\_\_

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

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

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





**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

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

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

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

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

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

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

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

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

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

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

SEAL:

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

### SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

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

Duplicate sheets as needed.

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

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

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of reporter) (Prime contractor)

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

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

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

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

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

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

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

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

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

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



I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

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

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

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

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

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

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

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

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

(Seal)

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

## SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT

Project Name: \_\_\_\_\_  
Specification # \_\_\_\_\_

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

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

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name of reporter) (Prime contractor)

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

---

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

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

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

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

\_\_\_ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.  
**Attach Schedule F, Report of Subcontractor Solicitations for Construction Contracts.**

\_\_\_ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.  
**Describe selection of scopes of work solicited from MBEs and WBEs and efforts to break out work items.**

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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)



**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)

### SECTION 9: BID BOND AND AFFIDAVIT



#### BID BOND

*For use when bidding on City of Chicago projects. See instructions following.*

PRINCIPAL (Legal name and business address)

State of incorporation or organization:

SURETY (Legal name and business address)

State of incorporation:

#### BID IDENTIFICATION

BID OPENING DATE:

SPECIFICATION NUMBER:

SPECIFICATION TITLE (AND PROJECT NUMBER IF AVAILABLE):

PENAL SUM OF BOND

\_\_\_\_\_, \_\_\_\_\_  
 %, \_\_\_\_\_

PERCENT OF BASE BID

Surety Bond No.:

**Obligation:**

We, the Principal and Surety, are firmly bound to the City of Chicago (hereinafter called the City) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

**Conditions:**

The Principal has submitted the bid identified above.

**Therefore:**

The above obligation is void if the City accepts the bid identified above and the Principal enters into a Contract with the City in accordance with the terms of such bid, executes such further contractual documents that may be required by the terms of the bid or contract documents, and gives such bond(s) as may be specified in the bidding or contract documents with surety acceptable to the City.

The Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the City. Notice to the surety of extension(s) is waived.

In the event the City brings suit upon this bond, Surety will pay reasonable attorney's fees and costs incurred by the City in such suit.

**Witness:**

The Principal and Surety executed this bid bond and affixed their seals on the below dates. The person signing below on behalf of the Principal warrants that he or she is authorized to execute this document on behalf of the Principal.

**PRINCIPAL**

PRINCIPAL NAME		<i>Corporate Seal</i>
PRINCIPAL SIGNATURE		
SIGNER'S NAME & TITLE		
DATE		

**SURETY**

SURETY NAME		<i>Corporate Seal</i>
-------------	--	-----------------------



ATTORNEY-IN-FACT SIGNATURE		
ATTORNEY-IN-FACT NAME		
DATE		

**NOTARY**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in the County and State aforesaid, do hereby certify that \_\_\_\_\_ of the \_\_\_\_\_ who is personally known to be the same person whose name he/she subscribed in the foregoing instrument as such Attorney-in-Fact, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered the said instrument of writing as his/her free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_ for the uses and purposes therein set forth, and caused the corporate seal of said company to be thereto attached.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
 NOTARY PUBLIC

*Notary Seal*

*The signature of the Surety's attorney-in-fact must be notarized, and an original power of attorney granting him or her authority to sign this document must be attached to this document.*

**INSTRUCTIONS FOR CITY OF CHICAGO BID BOND FORM**  
**Bidders/Proposers: Give these instructions to your surety.**

- 1. The Bond must be on the City's form. No substitutions will be acceptable.**
- 2.** Copies of the form are acceptable. However, copies of the Bond must be double sided, with page 1 on one side of the paper, and page 2 on the opposite side of the paper.
- 3.** The amount of the Bond must be that stated in the Legal Advertisement. Unless otherwise specified, the amount of the bond should be expressed as a percentage of the bid amount.
- 4.** All blank spaces to be filled in must be completed using a typewriter or legible hand printing unless otherwise indicated. Determinations of legibility will be in the sole discretion of the Chief Procurement Officer. Photocopied insertions will not be accepted, nor will any Bond form on which there is any evidence of correction fluid ("white-out").
- 5.** Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. If the Bidder/ Proposer is bidding under an assumed name ("d/b/a") the assumed name must be separately stated in the same space as the full legal name for identification purposes.
- 6.** The address of the Principal must be complete. If a different mailing address should be used, it should be included as well, as bonds to be returned will be mailed to address shown on the bond.
- 7.** The Bond must include the Surety's name, the state in which the Surety was incorporated, and the Surety's address.
- 8.** The Specification number must appear on the Bond.
- 9.** The Surety executing the bond must appear on the Department of the Treasury's list of approved sureties (available at <http://www.fms.treas.gov/c570/c570.html>) and must act within the limitations listed therein.
- 10.** The names and titles of the people signing the bond must be given in the spaces provided.
- 11.** Corporations executing the bond shall affix their corporate seals if required. If a seal is not required, please indicate "seal not required" in the space where the seal would otherwise be affixed.
- 12.** A person authorized to bind the Bidder/Proposer as the Principal must sign the bond.
- 13.** The Bond must be signed by an attorney-in-fact of the Surety company. An original Power of Attorney that identifies the surety company's signatory as an attorney-in-fact must be attached.
- 14.** The date on which the Surety's Power of Attorney was certified should be the same or later than the date on which the bond was signed by the Surety.
- 15.** In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

SPS/PS INITIALS

RIDER ATTACHED

**CONTRACTOR'S PERFORMANCE & PAYMENT BOND**

Know All Men by these Presents, That we,

**COMPANY NAME**  
**STREET ADDRESS**  
**CITY, STATE ZIP CODE**

Principal, hereinafter referred to as Contractor, and \_\_\_\_\_, Surety of the County of \_\_\_\_\_ and State of \_\_\_\_\_, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of:

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

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

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

Contract No. XXXXX and Specification No. XXXXXX all in conformity with said contract, for,

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

**PROJECT DESCRIPTION**

\* The attached rider is incorporated herein by reference.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered' against said City

of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 5 5 0 , as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

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

**COMPANY NAME**

Approved: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ (Seal)  
By: President

\_\_\_\_\_  
(Seal)  
Chief Procurement Officer

\_\_\_\_\_  
Attest: Secretary

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

**PRINCIPAL  
IF CORPORATION**

**STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.**

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ President and  
\_\_\_\_\_ Secretary of the \_\_\_\_\_  
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*Notary Public*

**SURETY, IF CORPORATE**

**STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.**

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
\_\_\_\_\_ of the \_\_\_\_\_ who \_\_\_\_\_ personally known  
to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed in the foregoing instrument as such \_\_\_\_\_  
\_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_  
signed, sealed and delivered the said instrument of writing as \_\_\_\_\_ free and voluntary act, and as the free  
and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*Notary Public*

**PRINCIPAL  
IF INDIVIDUAL**

**STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.**

I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_  
who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing  
instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the  
said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*Notary Public*

## **RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**

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

**SECTION 10: CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT**