

DECEMBER 22, 2020

ADDENDUM No. 2
FOR

Grand Avenue Bascule Bridge and Viaduct Structural Repairs

SPECIFICATION No. 1195948
RFQ No. 7708,4

For which bids are scheduled to open in the Bid & Bond Room 103, City Hall, 121 N. LaSalle Street Chicago, Illinois 60602, at 11:00 a.m., on December 7, 2020

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE PROPOSAL EXECUTION PAGE

1. The original bid open date has been postponed. The new bid open date is scheduled for **January 26, 2021 at 11:00 a.m. Central Time**
2. VETERAN-OWNED BUSINESS ENTERPRISE (VBE) Participation Goals have been added to this specification at 1%. See applicable provisions below.
 - a. See Book 1. Insert a new Article XXV, "Special Conditions Regarding Veteran-Owned Business Enterprise Commitment in Construction Contracts," attached to this Addendum as Attachment 1.
 - b. See Book 2. In Section One, "Project Information," immediately below the "MBE/WBE Participation Goal" percentages, insert a "VBE Participation Goal" of 1%
 - c. See Book 2. In Section Two, "Requirements for Bidding and Instructions for Bidders," replace Paragraph 22 with the following:

22. Minority Business Enterprise Commitment, Women Business Enterprise Commitment, and Veteran-owned Business Commitment. The attention of bidders is directed to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment, the Special Conditions Regarding Veteran-Owned Business Enterprise Commitment in Construction Contracts, and the Proposal Schedules that precede the Proposal form. If awarded the Contract, the bidder agrees to expend at least the percentage of the contract price indicated on bidder's Proposal Schedules for participation by bona fide Minority Business Enterprises, Women Business Enterprises, and Veteran-owned Businesses. Appropriate Schedules must be completed and executed by the bidder in submitting a proposal. Refer to Book 1.

Specification: 1195948, Addendum No. 2

- d. Replace "Schedule B: MBE/WBE Affidavit of Joint Venture" with the "Schedule B: MBE/WBE/VBE Affidavit of Joint Venture" attached to this Addendum as Attachment 2.
- e. Insert the Schedule C-V documents attached to this Addendum as Attachment 3.
- f. Insert Schedule D-V, attached to this Addendum as Attachment 4.
- g. Replace the current "Schedule F: Report of Subcontractor Solicitations for Construction Contracts" with the updated "Schedule F: Report of Subcontractor Solicitations for Construction Contracts" attached to this Addendum as Attachment 5.
- h. Replace "Schedule H: Documentation of Good Faith Efforts to Utilize MBEs and WBEs on Construction Contract" with the "Schedule H: Documentation of Good Faith Efforts to Utilize MBEs, WBEs, and VBEs on Construction Contract" attached to this Addendum as Attachment 6.
- i. Replace "Status Report of MBE/WBE (Sub) Contract Payments" with the "Status Report of MBE/WBE/VBE (Sub) Contract Payments" attached to this Addendum as Attachment 7.

**ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE BID
SPECIFICATION PER ADDENDUM NO. 2**

END OF ADDENDUM NO. 2

**CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES**

**SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER**

Specification: 1195948, Addendum No. 2

XXV. SPECIAL CONDITIONS REGARDING VETERAN-OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS

II. Policy and Terms

Pursuant to Section 2-92-955 of the Municipal Code of Chicago, the Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned small local businesses certified by the City (VBEs) if the contract has an estimated value in excess of \$10,000, and there are least three VBEs in each of one or more areas of specialty germane to the contract, and the contract-specific goal is not more than 1% of the contract's value.

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.

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 VBEs to perform work on the contract:

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

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H-V demonstrating that it has made Good Faith Efforts to find VBE firms to participate and 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 percentage of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

VBE Contract Specific Goal: [SEE BOOK 2]

This VBE 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 VBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the VBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

Contract Specific Goals and Contract Modifications

The VBE 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 VBEs 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 VBE participation and at what rates.
- b. Contractor must produce a statement listing the VBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no

VBE participation is available, an explanation of good faith efforts to obtain participation must be included.

XII. Definitions

“Area of Specialty” means the description of a VBE’s activity that has been determined by the Chief Procurement Officer to be most reflective of the firm’s claimed specialty or expertise. Each VBE 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 VBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of VBEs 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 VBE 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.

“Directory” means the Directory of Certified Firms maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs, WBEs, and VBEs, 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 VBE firms.

“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 VBE 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 VBE 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.

“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.

“Veteran-owned Business Enterprise” or “VBE” means a firm awarded certification as a veteran-owned small local business in accordance with the City ordinances and Regulations. It does not mean a firm that has been found to be ineligible or which has been decertified by the City.

XIII. Joint Ventures

The formation of joint ventures to provide VBEs 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 for VBE credit may consist of any combination of VBEs and non-certified firms as long as one member is a VBE.

- A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
1. The VBE 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 VBE 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-V 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 VBE credit for work performed by VBE joint venture partners equal to the value of work performed by the VBE 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 VBE partner) perform the work then the value of the work may be counted toward the Contract Specific

Goals at a rate equal to the VBE firm's percentage of participation in the joint venture as described in Schedule B-V.

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

C. Schedule B-V: VBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any VBE as a joint venture partner, the bidder must submit with its bid the appropriate Schedule B-V and the proposed joint venture agreement. These documents must both clearly evidence that the VBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the VBE'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 VBE'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 VBE joint venture partner; and
4. The VBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the VBE 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 VBE 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.

XIV. Counting VBE Participation Towards the Contract Specific Goals

Refer to this section when preparing the VBE compliance plans and completing Schedule D-V for guidance on what value of the participation by VBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom an VBE subcontracts out any portion of its work and other factors.

- I. 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 VBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of VBE participation. The CPO

may examine similar commercial transactions, particularly those in which VBEs do not participate, to determine whether non- VBE firms perform the same function in the marketplace to make a determination.

- J. Only the value of the dollars paid to the VBE 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 VBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- K. If the VBE performs the work itself:

- 1. 100% of the value of work actually performed by the VBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the VBE 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 VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals

- L. If the VBE is a manufacturer:

- 1. 100% of expenditures to an VBE 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.

- M. If the VBE is a distributor or supplier:

- 1. 60% of expenditures for materials and supplies purchased from an VBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

- N. If the VBE 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.

- O. If the VBE 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 VBE 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 VBE firm's percentage of participation in the joint venture as described in Schedule B-V.
- 2. Note: a joint venture may also count the dollar value of work subcontracted to other VBEs, however, work subcontracted out to non-certified firms may not be counted.

- P. If the VBE subcontracts out any of its work:

- 1. 100% of the value of the work subcontracted to other VBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

2. 0% of the value of work that a VBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the VBE 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.

XV. Procedure to Determine Bid Compliance

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

- A. Schedule C-V: Letter of Intent from VBE to Perform as Subcontractor, Supplier and/or Consultant.

The bidder must submit the appropriate Schedule C-V with the bid for each VBE included on the Schedule D-V. Suppliers must submit the Schedule C-V for Suppliers, first tier subcontractors must submit a Schedule C-V for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-V for second tier Subcontractors. Each Schedule C-V must be executed by each VBE and accurately detail the work to be performed by the VBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the VBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the VBE in its Area of Specialty. If a facsimile copy of the Schedule C-V has been submitted with the bid, an executed original Schedule C-V must be submitted by the bidder for each VBE included on the Schedule D-V within five business days after the date of the bid opening.

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

- B. Letters of Certification.

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

Letters of Certification for VBEs that the City has found to be ineligible or decertified will not be accepted.

C. Schedule B-V: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

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

D. Schedule D-V: Required Schedules Regarding VBE Utilization

Bidders must submit, together with the bid, a completed Schedule D-V committing them to the utilization of each listed VBE firm. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the VBE commitment in accordance with the provisions herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each VBE firm included on their Schedule D-V. The total dollar commitment to proposed VBEs must at least equal the VBE goal. Bidders are responsible for calculating the dollar equivalent of the VBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-V must conform to those presented in the submitted Schedule C-V. If Schedule C-V is submitted after the opening, the bidder may submit a revised Schedule D-V (executed and notarized to conform with the Schedules C-V). Bidders shall not be permitted to add VBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional VBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, as determined by the Chief Procurement Officer in her sole discretion, bidders will not be allowed to reduce the dollar commitment made to any VBE in order to achieve conformity between the Schedules C-V and D-V.

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

A. Schedule F-V: Report of Subcontractor Solicitations

A Schedule F-V 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-V may render the bid non-responsive.

B. Schedule H-V: 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 its Schedule H-V.
2. If the bidder submits a Compliance Plan indicating that the bidder will meet the Contract Specific Goals, and, after review of the bidder's Compliance plan, the City determines that the bidder has not met the Contract Specific Goals, in full or in part

(e.g., the City determines that the VBE is not certified in the area of specialty proposed to be performed or the firm is not certified by the City), the bidder must submit its Schedule H-V no later than three business days after request by the Chief Procurement Officer or designee. Failure to submit a complete Schedule H-V 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 VBEs;
 - b. A listing of all VBEs 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 VBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
- C. Agreements between a bidder or contractor and an VBE in which the VBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- D. 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 VBE. Failure to cooperate may render the bid non-responsive.
- E. 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.
- F. 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 VBE listed in the Compliance Plan, and provide copies of each subcontract agreement or purchase order to the Department of Procurement Services upon request.

XVI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H-V 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 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 the appropriate VBE firms certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H-V. The bidder or contractor must solicit VBEs 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 VBEs.
 2. Advertise the contract opportunities in media and other venues oriented toward VBEs.
 3. Provide interested VBEs 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 VBEs that have submitted bids. That there may be some additional costs involved in soliciting and using VBEs 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 VBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The VBE'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 VBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available VBE 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 VBEs 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 VBE 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 VBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
 10. Make efforts to assist interested VBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
 11. Effectively use the services of the City; veteran community organizations; veteran assistance groups; local, state, and federal veteran business assistance offices; and other organizations to provide assistance in the recruitment and placement of VBEs; and
 12. Any other evidence of efforts to retain the services of VBEs deemed appropriate by the Chief Procurement Officer.
- 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.

XVII. Changes to Compliance Plan

- A. No changes to the Compliance Plan or contractual VBE commitments or substitution of VBE 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 VBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

- B. Substitutions of a VBE 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 an VBE. (Graduation from the VBE program does not constitute de-certification.)

- C. If it becomes necessary to substitute an VBE 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 VBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the VBE 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 VBE Contract Specific Goal by substituting an VBE subcontractor. Documentation of a replacement VBE, or of good faith efforts, must meet the requirements in sections V and VI. If the VBE 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-VBE.
 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 VBEs 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 VBE contract requirements.

XVIII. 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 VBE 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 VBE 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 VBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime contractor has reported payments made to each VBE, including zero dollar amount payments, the VBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and VBE firms or any first tier non-certified firm and lower tier VBE firms must contain language requiring the VBE 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>

- E. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to VBE participation and the status of any VBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- F. The contractor shall maintain records of all relevant data with respect to the utilization of and VBEs, 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.

XIX. 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 VBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an VBE 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. 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 VBEs. 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 within 15 business days of the final determination.

XX. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected VBE may recover damages, suffered by such entity as a result of being underutilized, from the contractor.

Disputes between the contractor and the VBE 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 VBE. 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 VBE 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 an VBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

An VBE 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; however, as noted above, reasonable expenses, including the arbitrator's fees, may be recoverable by a prevailing VBE.

The VBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The VBE 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.

XXI. Equal Employment Opportunity

Compliance with the requirements set forth in these Regulations will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

SCHEDULE B: MBE/WBE/VBE 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, WBE, and/or VBE 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/VBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE/VBE compliance: _____

III. Name of MBE/WBE/VBE venturer: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE/VBE compliance: _____

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

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE, WBE, and/or VBE 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/VBE’s own forces; (3) work items to be performed under the supervision of the MBE/WBE/VBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE/VBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE/VBE ownership of the joint venture?
MBE/WBE/VBE ownership percentage(s) _____
Non-MBE/WBE/VBE ownership percentage(s) _____

B. Specify MBE/WBE/VBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____

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

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

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

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

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

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

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

VII. Control of and Participation in the Joint Venture.

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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

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

Trade	Non-MBE/WBE/VBE Firm (Number)	MBE/WBE/VBE (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/VBE venturer (number) ____
 Employed by MBE/WBE/VBE 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/VBE Partner Firm

Name of Non-MBE/WBE/VBE 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-V

**FOR
CONSTRUCTION
PROJECTS ONLY**

VBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

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

Project Name: _____ Specification No.: _____

From: _____
(Name of VBE Firm)

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

The VBE status of the undersigned is confirmed by the attached City of Chicago Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "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 VBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

<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-V) (Date)

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

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

(Name/Title-Please Print)

Schedule C-V: VBE 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 VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE 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. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned 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: _____

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

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

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

(Email & Phone Number)

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

(Name/Title-Please Print)

(Email & Phone Number)



**FOR
CONSTRUCTION
PROJECTS ONLY**

SCHEDULE C-V

VBE Letter of Intent to Perform as a
2nd Tier Subcontractor to the Prime Contractor

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

Project Name: _____ Specification No.: _____

From: _____

(Name of VBE Firm)

To: _____

(Name of 1st Tier Contractor)

To: _____ and the City of Chicago.

(Name of Prime Contractor)

The VBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer." 60% participation is credited for the use of a VBE "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 VBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

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

Pay Item No./Description	Quantity/Unit Price	Total

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-V) (Date)

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

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

(Name/Title-Please Print)

Schedule C-V: VBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

Partial Pay Items

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

<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 VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

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

NOTICE: If any of the VBE 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. VBE credit will not be given for work subcontracted to Non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned 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: _____

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

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

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

 (Email & Phone Number)

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

 (Name/Title-Please Print)

 (Email & Phone Number)



SCHEDULE C-V (Construction)

VBE Letter of Intent to Perform as a SUPPLIER

FOR
CONSTRUCTION
PROJECTS ONLY

Project Name: _____ Specification Number: _____

From: _____
(Name of VBE Firm)

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

The VBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% VBE participation is credited for the use of a VBE "manufacturer". 60% participation is credited for the use of a VBE "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 VBE 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 VBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to non-VBE contractors.

_____ % of the dollar value of the VBE subcontract that will be subcontracted to VBE contractors.

NOTICE: If any of the VBE 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. VBE credit will not be given for work subcontracted to non-VBE contractors, except for as allowed in the Special Conditions Regarding Minority-owned Business Enterprise, Women-owned Business Enterprise, and Veteran-owned 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: _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of VBE Date

Name /Title (Print)

Phone Number

Email Address

DPS 04/25/2020



SCHEDULE D-V

Compliance Plan Regarding VBE Utilization **Affidavit of Prime Contractor**

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

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and a duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule C-Vs regarding VBEs to perform as subcontractors, Joint Venture Agreement, and Schedule B (if applicable). All VBEs must be certified with the City of Chicago in the area(s) of specialty listed.

<u>Name of VBE</u>	<u>Type of Work to be Performed in accordance with Schedule C-Vs</u>	<u>Total VBE Participation in dollars</u>	<u>VBE Participation in percentage</u>
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%
		\$	%

Total VBE Participation \$ _____

Total VBE Participation % _____

Total Bid \$ _____

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

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

The Prime Contractor designates the following person as its VBE Liaison Officer:

(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(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: _____

DPS Version 04/25/2020

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/VBE and non-MBE/WBE/VBE 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 each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____
Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____
Please circle each classification that applies:
MBE Certified WBE Certified VBE Certified Non- Certified

Company Name _____
Business Address _____

Contact Person _____
Date of contact _____
Method of contact _____
Response to solicitation _____
Type of Work Solicited _____

Please circle each classification that applies:

MBE Certified WBE Certified VBE 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, and VBEs 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 Owned Business Enterprise, Women Business Enterprise, and Veteran Owned 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, WBE, and/or VBE 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, WBEs, and VBEs 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, WBEs, and VBEs.

___ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBEs, WBEs, and VBEs.

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

___ Negotiated in good faith with interested MBEs, WBEs, or VBEs 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, WBE, or VBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE, WBE, or VBE participation.
Describe selection of scopes of work solicited from MBEs, WBEs, and VBEs and efforts to break out work items.

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBEs, WBEs, AND VBEs ON CONSTRUCTION CONTRACT

___ Made efforts to assist interested MBEs, WBEs, or VBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.

Describe assistance efforts.

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

Describe assistance efforts.

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

Describe efforts to use agencies listed on Attachment A.

SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS
TO UTILIZE MBES, WBEs, AND VBEs ON CONSTRUCTION CONTRACT

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

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

Signature of Notary Public

(Seal)

STATUS REPORT OF MBE/WBE/VBE (SUB) CONTRACT PAYMENTS

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

and duly authorized representative of _____
(Name of Company - Print or Type)

(Address of Company) () (Phone)

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

MBE/WBE/VBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO VBEs TO DATE: \$ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

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

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

Signature of Notary Public

(Seal)