



**REQUEST FOR PROPOSAL (RFP) FOR  
the Private Management of City Plazas**

**AUGUST 28, 2013**

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**CITY OF CHICAGO  
DEPARTMENT OF TRANSPORTATION (CDOT)  
DEPARTMENT OF FINANCE (DOF)**

**PROPOSALS MUST BE RECEIVED NO LATER THAN  
September 30, 2013  
at Noon (12:00 P.M.) CST**

**One electronic copy** of the proposal, **one (1) hardcopy original** and **five (5) duplicate hardcopies** should be submitted in a sealed envelope or package labeled as shown below:

Chicago Department of Transportation  
Attn: Janet Attarian  
30 N LaSalle St., 5<sup>th</sup> Floor  
Chicago, IL 60602

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**CDOT will host a Pre-Proposal Conference meeting:  
3:00 PM on  
September 10, 2013  
at the Department of Finance  
33 N. LaSalle, 7<sup>th</sup> Floor – Room 700**

**Attendance at the Pre-Proposal conference is non-mandatory, but strongly encouraged.**

**RAHM EMANUEL  
MAYOR**

**Lois Scott  
CHIEF FINANCIAL OFFICER**

**GABE KLEIN  
COMMISSIONER**



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# **1. GENERAL INVITATION**

## **A. Purpose of the RFP**

For purposes of this RFP, "Respondent" means the companies or individuals that submit proposals in response to this RFP. "Selected Respondent" or "Consultant" means the entity awarded the contract pursuant to selection under this RFP and subsequent negotiations, if any. The documents submitted in response to this RFP will be referred to as "Proposals".

The City of Chicago ("City"), acting through its Chicago Department of Transportation ("Department" or "CDOT") and its Department of Finance, invites the submission of Proposals from companies or organizations to provide certain management services for City plazas. Plazas managed under the agreement resulting from this RFP will be referred to as "People Plazas."

Although Selected Respondent will be accorded significant autonomy in managing the People Plazas (albeit subject to the City's ultimate approval), the City will continue to own the People Plazas and the improvements, if any, made pursuant to this program.

The purpose is to find a qualified consultant to provide services to activate, maintain and, if necessary, upgrade the City plazas identified herein (the "Services"). CDOT expects the Selected Respondent to provide the Services specified herein as well as other opportunities that present themselves to showcase the plazas and raise funds for future programming and maintenance, which will then become part of the Services.

CDOT and the Department of Finance are proceeding primarily under the Make Way for People Ordinance (MCC 2-102-020) and the Municipal Marketing Ordinance (MCC 2-32-055).

## **B. Downloadable RFP Documents**

Respondents may download the RFP and any future addenda from the following URL address: [www.chicagodot.org](http://www.chicagodot.org). The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on the posting to the CDOT website of information related to this RFP. Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, any failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award made under this RFP.

## **2. SCOPE OF SERVICES**

### **A. Background**

One of Mayor Rahm Emanuel's strategies for improving Chicago's neighborhoods is to create public spaces that cultivate community activities and cultural events in Chicago's neighborhoods through placemaking. The "Make Way for People" program in general, and the People Plazas program in particular, are ways that CDOT is executing the Mayor's strategy by supporting innovation in the public way through the opening of Chicago's streets, parking spots, plazas and alleys to new programming opportunities. The Municipal Marketing ordinance allows for revenue generation in support of these strategies and goals. The People Plaza program is intended to have the additional benefits of improving street safety, promoting walkable communities, and supporting economic development for Chicago's local businesses and neighborhoods.

Chicago currently owns nearly 50 plazas, many of which are underutilized. These plazas range in size from 200 to 14,000 square feet (see Exhibits 1 and 2 for details on existing plazas). The City intends that its plazas become a more beautiful, active network of People Plazas that reflect the unique and dynamic cultures of the various neighborhoods.

The City intends to preserve the public, pedestrian right-of-way of the People Plazas while improving them to benefit the public good.

CDOT is looking for innovative Proposals from entities with experience in placemaking, community engagement and programming, vendor selection and management, and experiential marketing to provide a unique solution for the City's plazas. The Proposals should (i) reflect an emphasis on neighborhood culture and sense of history of each People Plaza, (ii) describe how Proposer will engage neighborhood residents in possible programming in the respective People Plazas, and (iii) have a realistic plan to raise revenue to support the People Plaza program on an annual basis.

In addition, the Respondent must propose a revenue sharing model in which the City receives a share of revenues from the amount, if any, that exceeds the amount necessary to provide the Services. The Proposal should project that, within three years, the Consultant will have launched innovative solutions for the activation, maintenance and upgrades of at least 30 plazas as outlined below:

The City expects at least ten (10) plazas, to be activated and maintained, in the first year of the agreement, including at least one (1) plaza from each of the City's six (6) planning districts (see Exhibit 1). Furthermore, the City expects plans for the addition of at least ten (10) plazas on a yearly basis with at least one (1) from each of the City's six (6) planning districts. The City would also like to see plans for expansion of the program to all plazas in Exhibits 1 and 2, if additional contract extensions are awarded, per Section 3, Term of Agreement.

**N.B.:** Except for \$50,000 provided by the City for first-year, cultural programming costs, such as performance art, concerts, temporary sculpture, or other types of temporary art as approved by the city (on a reimbursement, no mark-up basis), the city will not provide funding for the Services. The Selected Respondent will be required to raise sufficient revenue to fund the Services beyond the first-year, \$50,000 programming reimbursement. The Selected Respondent will be obligated to perform the Services even if it raises insufficient revenues to fund the Services. Failure to perform the Services for any reason, including lack of sufficient revenues raised, will be considered a default under the agreement.

## **B. People Plazas Services and Goals; City Responsibilities**

**1) Services.** The Selected Respondent must provide the following Services:

**a) Revenue Raising Services.** The Selected Respondent must raise revenue to support the People Plaza program. Exhibit 3 sets forth specific ways to raise revenue, including sponsorships, advertising, grants, donations, retail establishment, but the City is open to the Proposer's innovative solutions. The Selected Respondent may not charge admission to People Plazas or events thereon.

**b) Activation Services.** The Selected Respondent must perform the Activation Services year-round. Please see Exhibit 3 for specific obligations with respect to the Activation Services.

**c) Maintenance Services.** The Selected Respondent must perform Maintenance Services year-round. For the first two years, the City will provide some maintenance. Please see Exhibit 3 for specific obligations with respect to the Maintenance Services.

**d) Capital Improvement and Upgrade Services.** The Selected Respondent must perform the Capital Improvement and Upgrade Services to the People Plazas where such improvements are desirable and economically feasible in order to make the relevant People Plaza more attractive and to reach the City goals with respect to the People Plazas. All such improvements are subject to City approval. Selected Respondent must follow State and Municipal law with respect to "public works" in effecting such improvements where applicable, including but not limited requiring contractors to pay prevailing wages and provide performance bonds. See Exhibit 7 ("Public Works Provisions") Please see Exhibit 3 for specific obligations with respect to the Capital Improvement and Upgrade Services.

**3) Goals.** The following are the goals, in order of priority, of the People Plaza program:

- a)** Year round activation of People Plazas, including sufficient revenue generated to pay for annual costs of the Activation and Maintenance Services;
- b)** Equitable geographic distribution of People Plazas;
- c)** Local community participation in activation planning and programming, e.g., performances, art exhibitions, temporary markets and the like;
- d)** Use of local merchant partners in performing the Services in order to increase local economic development;
- e)** Sufficient revenue generation to pay for Capital Improvement and Upgrade Services; and
- f)** Revenue generation for the City.

**4) City Resources.** The City will provide the Selected Respondent with resources listed immediately below (“City Resources”). The City will provide to the Consultant any other resources or funds, and the Selected Respondent will be obligated to perform the Services regardless of the amount of revenues it raises.

- a)** Maintenance for (2) two years at the current level of maintenance being provide by City contractors, which includes weeding, mowing, watering of plants, trash and debris clean up and snow removal on a bi-monthly basis. The Selected Respondent, however, will be required to provide maintenance above what is currently being provided by the City. Selected Respondent will be responsible for all maintenance starting the third year of the agreement.
- b)** CDOT will provide a marketing toolkit which includes a logo package, brochure, and environmental branding elements guidelines for the public way;
- c)** CDOT will use its authority under the Make Way for People ordinance to issue permits for operations whenever possible;
- d)** The City will provide \$50,000.00 to be used for cultural programming, including musical performances, artist commissions, and other cultural programming approved by the City. This funding is to be used within the first year of the contract. These funds will be paid on a reimbursement basis, with no mark-up.

**5) City Oversight.** The City will have ultimate oversight of the People Plaza program through contractual audit rights, quarterly meetings and approval rights of any agreements proposed to be entered into by Selected Respondent in order to perform the Services, including but not limited to subcontracts, service contracts, grant agreements (or donations) advertising contracts and sponsorship agreements. The City does not intend to be involved in day-to-day operation, including negotiation of the forgoing contracts. The City requires that the Selected Respondent will use competitive processes for selection of vendors and subcontractors to perform the Services. The Respondent' Proposal must describe these competitive processes and such processes will be subject to ongoing City direction.

A yearly project management/implementation plan must be provided to the Department each year of this agreement for approval and should outline revenue sources, projected expenditures, outcomes, and community engagement plans. This plan will be reviewed and adjusted with City on a quarterly basis; the City will have veto rights over any events, sponsors, advertising or vendors, grantors, donors and subcontractors. The Consultant shall provide the Department access to all information regarding its operations. The agreement will include audit rights. The Department will not be managing any of the consultant's employees.

### **3. Term of Agreement**

The initial term of an agreement awarded pursuant to this RFP will be three years. The City will have the option of extending the initial term for two additional two-year periods. The agreement will be subject to amendment by the parties to expand the scope of the Services or to include additional plazas.

Attached as Exhibit 8 are some of the City's standard terms that may become part of the agreement.

**Applicants must be able to commence the Services within thirty days of the contract award. This should be reflected in your schedule, per section 5.B.iv(c).**

## **4. GENERAL INFORMATION AND GUIDELINES**

### **A. Eligible Respondents**

This is a competitive process open to any entity capable of meeting the requirements of this RFP, including for-profit and non-profit organizations. The City welcomes all proposals from entities alone or in a partnership or joint venture or sub-contract relationship among several, including such joint proposals from non-profit organizations and for-profit entities. The City realizes that due to the wide range of skill sets required to successfully achieve all of the requirements of the People Plaza program, such joint



proposals might be attractive to Proposers. However, the City strongly prefers to sign an agreement with one entity that will serve as the prime contractor that must be responsible for the performance of all Services.

## **B. Communications between the City of Chicago and Respondents**

**Respondents must communicate only with the Chicago Department of Transportation.** All questions or requests for clarification must be in writing, sent by mail or email to Janet Attarian, janet.attarian@cityofchicago.org, or fax at 312-744-3958, and directed to the attention of Janet Attarian, Chicago Department of Transportation, 30 North LaSalle Street, Suite 500, Chicago, IL 60602, and must be received no later than 3:00 p.m. Central Standard Time, September 6, 2013. The subject line of the e-mail, the face of each envelope or the cover sheet of the fax, as applicable, must clearly indicate that the contents are "Questions and Request for Clarification" about the RFP, and are "Not a Proposal" and must refer to "Request for Proposal ("RFP") for the Private Management of People Plazas." No telephone calls or e-mails will be accepted unless the questions are general in nature.

## **C. Pre-Proposal Conference**

A Pre-Proposal conference will be held at **3:00 PM on Friday, September 10, 2013 at the Department of Finance, 33 N. LaSalle, 7<sup>th</sup> Floor – Room 700.** All parties interested in responding to this RFP are urged to attend in person. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions received in writing prior to the deadline for the receipt of questions set forth in Section 4.B. above. Please R.S.V.P. to Janet Attarian, janet.attarian@cityofchicago.org by Friday, September 6, 2013 if you plan to attend. The City will issue written responses to all questions by September 13, 2013. Responses will be available for download at [www.chicagodot.org](http://www.chicagodot.org)

## **D. Proposal Deadline and Submittal Procedures**

**To be assured of consideration, Proposals must be received by the City of Chicago, Department of Transportation's office at 30 N. LaSalle Street, Suite 500, Attn.: Janet Attarian, Chicago, Illinois, no later than 12:00 p.m. (noon) Central Standard Time on Friday, September 30, 2013. The office is open from 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding City holidays.**

**You must submit one electronic copy in .pdf format on a CD-ROM, one (1) paper original (marked "Original") and five (5) paper copies by**

**Noon (12:00 PM) C.S.T. on  
September 20, 2013 to:**

Attn.: Janet Attarian

Department of Transportation  
30 N LaSalle St., Suite 500  
Chicago, IL 60602

**The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature.**

Respondent must enclose all documents in sealed envelopes or boxes. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed  
Request for Proposals (RFP) for:  
the Private Management of People Plazas  
**Due: 12:00 p.m., Sept. 30, 2013**  
Submitted by: (Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

In-person or bonded messenger delivery of proposals is encouraged. Time stamped receipts will be issued as proof of timely submittal.

The City may, but is not required to, accept Proposals that are not received by the date and time set forth above. Only the Commissioner of the Department (the "Commissioner") is empowered to determine whether to accept or reject late Proposals. No Additional or missing documents will be accepted after the due date and time, except as may be requested by the Commissioner.

#### **E. Procurement Timeline**

This is the anticipated timeline for the People Plazas RFP process:

<b>Key Activity</b>	<b>Target Date</b>
RFP Released (emailed & posted on web site)	August 28, 2013
Pre-Proposal Conference	Sept. 10, 2013 (3:00 P.M.)
Questions & Request for Clarification Due	Sept. 6, 2013 (3:00 PM)
Written Responses to Questions Issued	September 13, 2013
Proposals Due	September 30, 2013 (12:00 P.M.)

#### **F. Confidentiality**

Respondent may designate those portions of the Proposal which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data

that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

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

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

## **5. SUBMITTAL REQUIREMENTS**

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

### **A. Format of Proposals**

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original, 5 duplicate hardcopies and 1 electronic copy in .pdf format on a CD-ROM of the Proposal.

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 5.B. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear,

concise and well organized (i.e., Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP).

## **B. Required Content of the Proposal**

The Proposal must include a response to all requirements in this RFP. By submitting a response to this RFP Proposer is acknowledging that if its Proposal is accepted by the City, such Proposal and related submittals may become part of the contract.

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

### **1) Cover Letter**

Respondent(s) must submit a cover letter, signed by an authorized representative of the Respondent. The cover letter must contain a commitment to provide services in accordance with all terms and conditions of the RFP. Respondent must acknowledge receipt of Addendum, if any, issued by the City. If a partnership, the authorized representative for each partner must be identified as well as each of the collaborating partners' principal place of business and the name and telephone number of the principal contact person. Further, Respondents must provide the full address (including the street address and zip-code) for their administrative offices as well as for each service location that will be utilized for the provision of services. **The Cover Letter should not exceed 1 page.**

### **2) Executive Summary**

The Executive Summary must provide an overview of the Proposal. The overview should highlight the activation, maintenance and management that the Respondent can provide for People Plazas. Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's plan for implementing the activation and maintenance of, improvements to, and revenue generation from the People Plazas; approach to project management; capacity and vision and any additional factors for the City's consideration. **The Executive Summary should not exceed 2 pages.**

### **3) Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project**

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.),

Respondent must provide the required information as described below in subsections (a) – (d) for **each** such team member.

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

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

Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

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

**(a) Company Reference/Client Profile Information (See Form in Exhibit 9)**

Respondent must provide at least one (and up to two additional, if available) client references for the services. Experience can relate to work with community-based efforts, fundraising, and work with community-focused programming.

The references should be from projects of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone and fax number.
- Description of services provided.
- The date when the service was implemented.
- The location of the services.

- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) Identify equipment and Services, if any, subcontracted, and to what other company.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable).
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the services.

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

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

**(b) Capacity to Perform City Project**

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

**(c) Business License/Authority to do Business in Illinois**

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: [www.cityofchicago.org/businessaffairs](http://www.cityofchicago.org/businessaffairs).

If required by law, Respondents are required to have an Illinois Business License. See the State of Illinois, Department of Business Services website for additional information: [www.cyberdriveillinois.com](http://www.cyberdriveillinois.com) (<http://www.cyberdriveillinois.com/>).

Additionally, visit the State of Illinois' Division of Professional Regulation for information regarding the State of Illinois' Professional Certifications: <http://www.idfpr.com/DPR/>.

**(d) Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP.**

For each person identified, describe the following information:

- i. Respondent must provide a summary of the personnel who will be dedicated to the Services as proposed.
- ii. Respondent must indicate each person's areas of expertise and which person will have prime responsibility for various tasks or aspects of the Services.
- iii. Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP.

**4) Implementation Plan**

CDOT is seeking holistic and innovative proposals that can successfully meet the People Plaza program's previously outlined goals. Respondent must provide a detailed summary of its plan for implementing and delivering the Services, including raising sufficient revenue to fund the Services. The Department will continue to own the People Plazas, and the Selected Respondent will be responsible for the activation, maintenance and upgrading of the People Plazas.

All proposals should address the following, with the program's overarching goals in mind:

**(a) Entity Structure**

Present the organizational structure of the entity(ies) that will provide the Services. The City will consider a broad range of organizational structures, including partnerships, joint venture structures, subsidiaries of existing for or not-for-profits, or divisions of an existing entity. The City strongly prefers to execute a contract with only one legal entity, which will be responsible for all obligations under the agreement.

**(b) Year-Round Activation**

Describe how Respondent intends to meet the year-round activation requirements of the Scope of Services, as specified herein and in Exhibit 3.

Include a summary of proposed physical, programming, cultural, technology, or other improvements envisioned for all plazas to be activated within the first year of the contract as well as plans for proposed expansion of the People Plazas program within the first three years of this agreement, and any additional time extensions. Pictures or visual displays of proposed physical improvements would be useful. Indicate when the proposed improvements would be made, and for all initiatives that activate the plazas indicate what season(s) or date range they will occur (i.e. year round, spring-fall, winter only, etc.) The plazas should be managed and operated year round and be activated during all seasons.

**(c) Schedule**

Provide a representative timeframe of implementation for the first year of the People Plazas program, and a conceptual timeframe for the three year term of the agreement - taking into consideration that applicants must be able to proceed with project operation within thirty (30) days of contract award. Explain whether you have all the necessary technology, capital and experts available to achieve the proposed timeframe, and if not, how you plan to acquire them.

**(d) Initial Resources**

Respondent must describe how it will use the City Resources.

**(e) Equitable Geographic Distribution Plan**

The Proposal must include plans for activation and management of at least ten (10) plazas in the first year, including at least one (1)



plaza from each of the City's six (6) planning districts. Proposals should include plans for the addition of at least ten (10) plazas on a yearly basis with at least one (1) from each of the City's six (6) planning districts. Respondents should propose how they will activate all plazas listed in Exhibits 1 and 2 if given the 2-year extension at the end of the initial term. Please note that failure to activate less than ten (10) plazas in any year will be grounds for termination of the contract, at the City's sole option.

**(f) Local Community Participation**

Describe in detail how activities will involve communities in decision-making, including but not limited to outreach, education, capacity building, implementation, and solicitation of ideas. Please detail how activities will be advertised, via a website, social media, transit advertising, etc. Respondent must describe how it intends to equitably manage the desires of the various community groups and demonstrate a clear understanding of current activities at the plazas. Respondent must also explain how its approach compares to or is considered best practices among place making experts, such as Project for Public spaces, <http://www.pps.org> or at <http://placemakingchicago.com>. Explain how the activities and improvements for the People Plazas will remain dynamic over time to address the changing needs of the community and the public way.

Respondents must describe how they will achieve each of the following:

1. A funding stream for supporting programming administration, to be administered for staff or other administrative costs.
2. City-wide management of regular year-round programming with local community groups and organizations. Please include number of events and timing applicable to such events;
3. Capacity building to help create or support local community groups to ensure partnerships on place-making strategies and to ensure long-term activation of the Plazas;
4. Creation and maintenance of a People Plaza website or website page on an appropriate existing site, which can serve to promote events and place-making strategies occurring at People Plazas. This website can also serve as an electronic advertising asset;

5. Cultural programming at each plaza such as performance art, concerts, temporary sculpture or other types of temporary art as approved by the City. Proposals should identify how the City's total funding of \$50,000.00 will be spent to activate plazas with cultural programs within the first year.

**(g) Increased Local Economic Development**

Describe how the performance of the Services will generate and promote local business activity. Respondent must clearly articulate how it will solicit proposals from private companies and generate revenue from the plaza spaces, while maintaining the public benefit nature of the plazas. If private retail is part of the proposed plan, please address how you intend to build-out the public right-of-way and bring amenities such as electricity, water, etc., to these plazas to support these uses, the approximate foot print of the retail activity, and whether it is a transient or long term use.

**(h) Maintenance & Infrastructure Upgrades**

Provide both a long-term and near-term maintenance and capital improvement plan for proposed plazas.

**(i) Revenue Proposal**

Respondent must provide a detailed revenue proposal outlining how it will generate revenue and provide the Services. Selected Respondent will be able to keep all revenues raised in dedicated accounts owned by Selected Respondent. Selected Respondent will pay for the Services directly out of these accounts with revenues raised. Other than the \$50,000 in start-up programming costs for the first year, the City will not provide the Selected Respondent with any City funds for the performance of the Services.

Respondent must provide a specific business plan outlining how it will support the Plazas Program for the first year of operation and a more conceptual plan for the following two years of the agreement as well as the potential two-year extension. The proposed plan should include:

- i. Revenue and sources, including specific sponsors, partners, grants etc. and including initial resources as described in section 5.B.iv(d). above.
- ii. Expenses, including administrative, programming, capacity building, marketing, maintenance, capital, and revenue sharing. Please address issues outlined in 5.B.iv(f), and 5.B.iv.(b) above.
  - Revenues and expenses should indicate the specific plaza or plazas, community group or entity that is generating or receiving the funds whenever possible.
  - Revenue and expenses should be tied to the proposed timeframe as outlined in 5.B.iv.(c) and should explicitly indicate how they meet the goals outlined in 2.B, and provide a benefit to the plaza program and a public benefit.
- iii. Propose a revenue sharing or guaranteed revenue model with the City for any revenues in excess of those required for the Services. Potential revenue formulas are outlined below. These are merely for illustration purposes.
  - Shared Revenue: The Respondent shall propose revenue sharing that will allow the City and Respondent to share revenue in excess of the cost of Services.
  - Guaranteed Revenue: The Respondent may provide an offer of guaranteed revenue they are willing to provide the City of Chicago for the right to maintain and operate its People Plazas, regardless of revenue raised.
- iv. Please submit one budget that includes proposed program staff costs, start-up costs and business plan yearly costs and revenues for the Services.

## **5) Financial Statements**

Respondent should provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

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

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

**6) Economic Disclosure Statement and Affidavit (“EDS”)**

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Appendix A (collectively, an "EDS"). An EDS can be downloaded from the city's website at [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). If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. If Respondent is a joint venture, then the joint venture and each member of the joint venture must complete an EDS. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. **All affidavits must be notarized.**

**Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.**

**7) MBE/WBE**

City requests that Consultant comply with MBE/WBE requirements as outlined in Exhibit 6. Compliance should be based on the cost of the Services.

**8) Legal Actions**

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

- (i) A debtor in bankruptcy; or

- (ii) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- (iii) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- (iv) A defendant in any criminal action; or
- (v) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vi) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- (vii) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents. The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

**9) Insurance**

Prior to contract award, the Selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 5.

**6. Evaluation and Selection Procedures**

**A. Evaluation Process**

A multi-departmental evaluation committee ("Evaluation Committee" or "EC") selected by CDOT will evaluate and rate all proposals based upon the criteria outlined below. The EC may also request interviews with Respondents. The EC will make a recommendation to the Commissioner of CDOT and the City's Chief Financial Officer (CFO). Additional City Council approval or authority for this agreement may be useful and/or necessary.

**B. Evaluation Criteria**

The proposals will be evaluated on the Respondent's ability to provide services as defined in this RFP, "Scope of Services" and on the submission and completion of all requested documentation as defined, including the Submittal Requirements.

**1. Cover Letter and Executive Summary.**

**2. Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP**

The extent to which Respondent's experience meets the following requirements:

- a. Community engagement and capacity building;
- b. Place-making;
- c. Vendor management;
- d. Program management;
- e. Facilities management;
- f. A proven history of success with fundraising and revenue generation;
- g. Knowledge of Chicago's communities, foundations, non-profits and business community.

**3. Capacity to Perform City Project, including Financial Statements**

Whether Respondent has the capacity to perform the Project and any uncompleted projects and/or contractual commitments to other clients that will affect Respondent's ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's project.

**4. Implementation Plan**

The extent to which the Respondent's plan proposes to implement and deliver the Services described in the Scope of Services and accompanying Exhibits through the Implementation Plan in the Proposal.

**5. Revenue Proposal**

The revenue portion will be judged on the extent to which the Respondent's Proposal offers a realistic plan to fund the People Plazas program through revenue generating opportunities.

**6. Economic Disclosure Statement.**

**7. Ability to meet MBE/WBE compliance.**

**8. History of Legal Actions.**

**9. Ability to meet Insurance Requirements.**

**10. Budget.**

The extent to which the Respondent proposes to efficiently manage a budget that includes proposed program staff costs, start-up costs and business plan yearly costs and revenues for the Services required.

### **C. Selection Process**

After the Evaluation Committee completes its review, it may submit to the Commissioner of the Department of Transportation (CDOT) and the CFO a recommended short list of Respondents, or the EC may forego a short list and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

#### Site Visit, and/or Oral Presentations

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

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Key Personnel. .

If interviews are conducted, the EC will then make a final evaluation and will submit a revised ranked recommendation for one or more Respondents to the Commissioner of CDOT and the CFO. If the Commissioner of CDOT and CFO concur with the selection recommendation from the EC, the city will enter into contract negotiations with the selected Respondent(s). The Commissioner of CDOT and the CFOT may concurrently negotiate with more than one Respondent.

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

### **D. Technology Requirements**

The provider must have a PC/laptop with a valid email account to which communication receiving and sending is appropriate.

The provider must also have a working fax machine to be able to receive and send faxes daily.

Desktop computers must, at minimum, have internet access - dial up is acceptable but high-speed/broadband is preferable, Window XP Professional (Service Pack 2) or higher, Internet Explorer v.7 or higher (no Netscape), a graphics card that can support 1024x768. Security specs must include: a) automatic operating system upgrades, b) firewall protection, c) automatic virus upgrades and d) anti-spy-ware software; at this time there are no laptop specs but this may change.

## **E. Intellectual and Real Personal Property Rights**

The City reserves the rights to the name "People Plazas" and all intellectual property rights therein upon expiration of the Agreement.

## **7. Additional Details of the RFP Process and Legal Requirements**

### **A. City's Rights to Reject Proposals**

The City of Chicago, acting through the Commissioner, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP or that do not contain at least the information required by this RFP. If no Respondent is selected through this RFP process, then the Commissioner may utilize any other procurement method permitted by law to obtain the Services described.

### **B. No Liability for Costs**

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

### **C. Compliance with Laws, Statutes, Ordinances and Executive Orders**

Contract awards will not be final until the City and the Respondent have fully negotiated and executed an agreement. All payments under agreements are subject to annual appropriation and availability of funds.

As a condition of a contract award, Respondents must comply with the following and with each provision of the agreement:

1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with



the carrying out of the project shall have any personal interest, direct or indirect, in the agreement.

The Respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the agreement pertains which would conflict in any manner or degree with the performance of his/her work. The Respondent further covenants that in the performance of the agreement no person having any such interest shall be employed.

2. Governmental Ethics Ordinance, Chapter 2-156: All Respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the Respondent that he/she has not procured the agreement in violation of this order; and b) a provision that any agreement which the Respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
3. Selected Respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected Respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected Respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
4. Business Relationships with Elected Officials - Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code of Chicago); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code of Chicago); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code of Chicago); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code of Chicago); and Landscape Ordinance (Chapters 32 and 194A of the Chicago Municipal Code).
6. If selected for contract award, Respondents are required to (a) execute and notarize the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the agreement between the City and the successful Respondents.
7. Respondent must comply with the following:

**Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

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

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

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

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

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

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

For purposes of this provision:

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

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

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

**D. False Statements**

1. 1-21-010 False Statements

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

The penalties imposed by the section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p.39951, & 1)

2. 1-21-020 Aiding and Abetting.

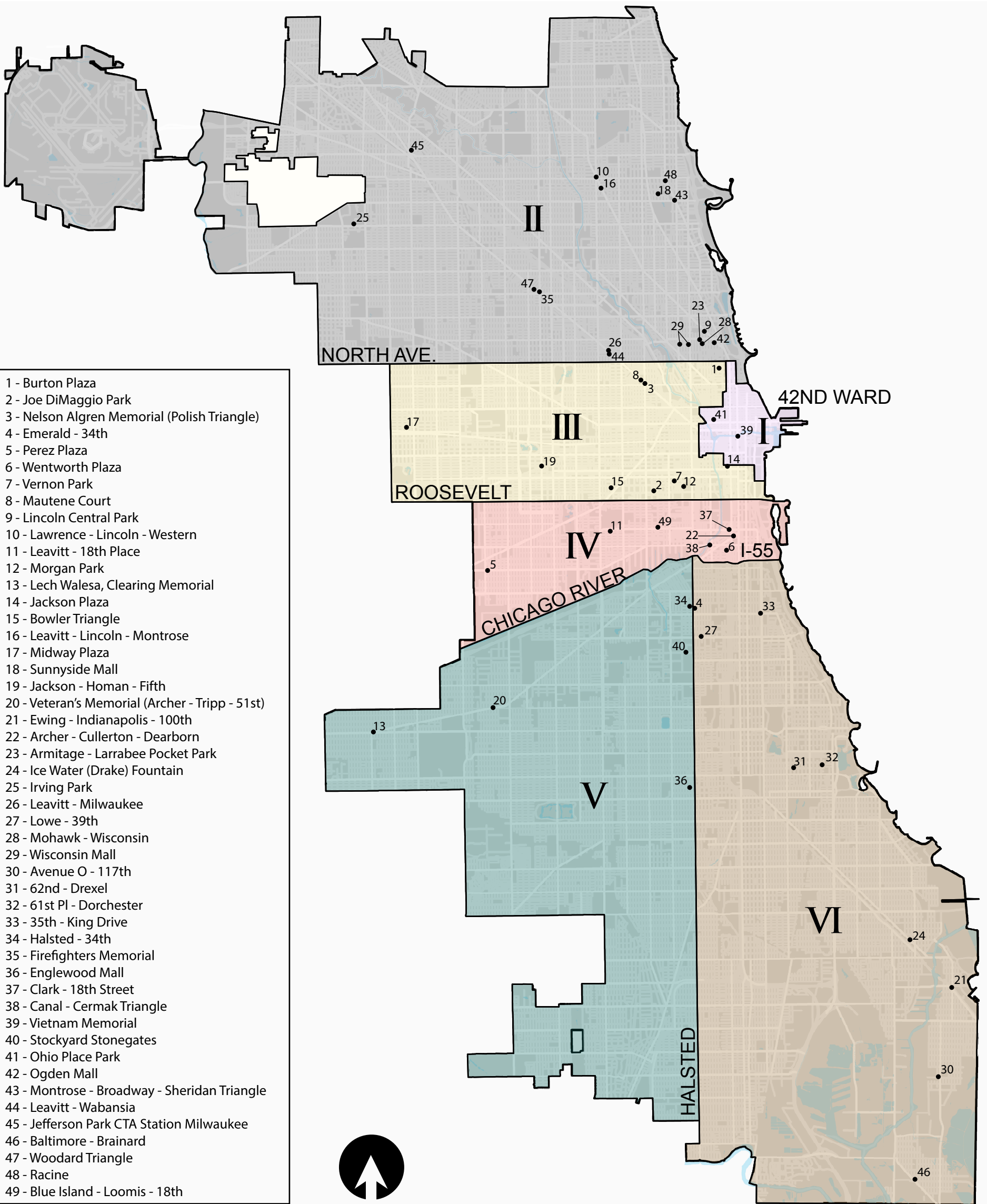
Any person who aids, abets, incites, compels or coerces the doing of an act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coined. J. 12-15-04, p.39951, & 1)

3. 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coined. J. 12-15-04, p.39951, & 1)



# EXHIBIT 1 - PEOPLE PLAZAS MAP



MAKE WAY FOR    
   
**PEOPLE**  
Transforming the Public Way

# Plaza: Burton Plaza



Square Footage: **6,300**

Average daily traffic: **17,770**

Distance to CTA bus shelter (in miles): **.2**

Utilities/features: **Water, electric, fountain**

Ward: **43**



# MAKE WAY FOR PEOPLE



# Plaza: Joe DiMaggio Park



Square Footage: **7,500**

Average daily traffic: **42,500**

Distance to CTA bus shelter (in miles): **.4**

Utilities/features: **Water, electric, fountain, irrigation**

Ward: **25**



# MAKE WAY FOR PEOPLE

# Plaza: Nelson Algren Memorial (Polish Triangle)

3



Square Footage: **5,500**

Average daily traffic: **75,600**

Distance to CTA bus shelter (in miles): **0 (On the plaza) Blue Line Stop**

Utilities/features: **Water, electric, fountain**

Ward: **1**



# MAKE WAY FOR PEOPLE

# Plaza: Emerald-34th

4



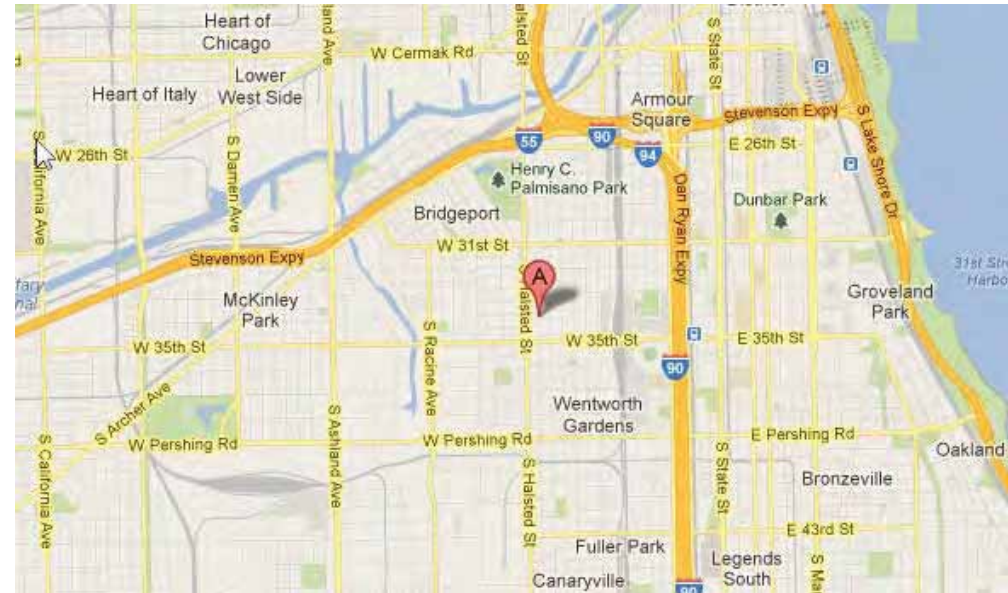
Square Footage: **7,560**

Average daily traffic: **31,200**

Distance to CTA bus shelter (in miles): **.2**

Utilities/features: **Water, electric, irrigation**

Ward: **11**



# MAKE WAY FOR PEOPLE

# Plaza: Perez Plaza

5



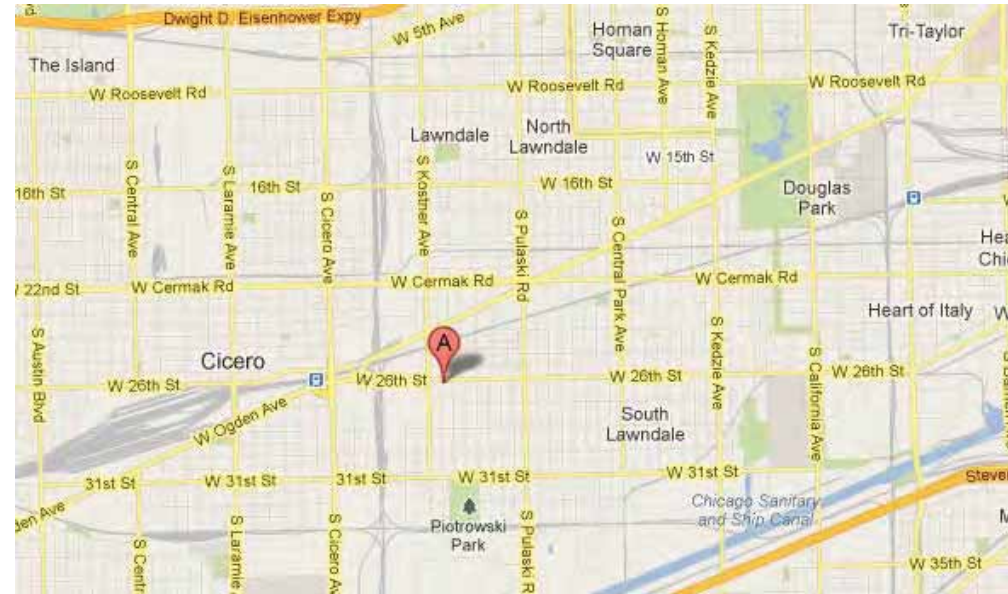
Square Footage: **13,250**

Average daily traffic: **26,900**

Distance to CTA bus shelter (in miles): **0 (on the plaza)**

Utilities/features: **Water, electric, fountain**

Ward: **22**



# MAKE WAY FOR PEOPLE

# Plaza: Wentworth Plaza



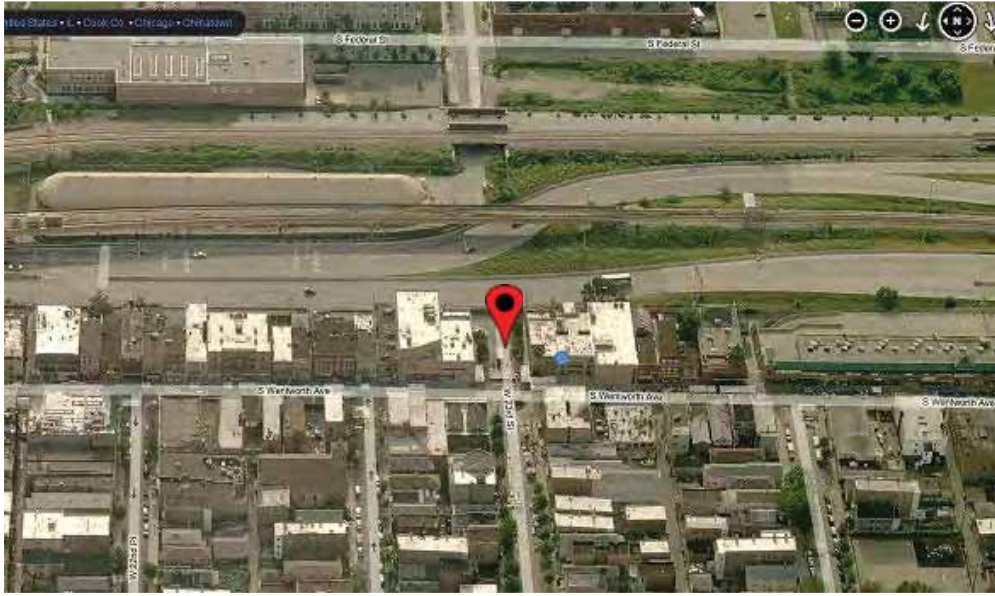
Square Footage: **2,835**

Average daily traffic: **16,700**

Distance to CTA bus shelter (in miles): **0 (on the plaza)**

Utilities/features: **None**

Ward: **25**



# MAKE WAY FOR PEOPLE

# Plaza: Vernon Park



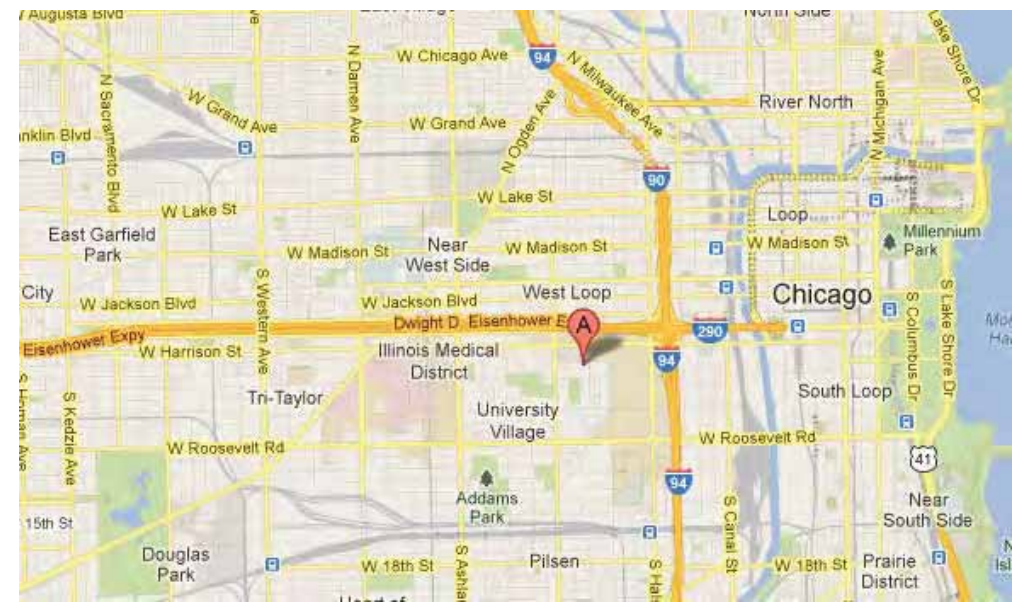
Square Footage: **5,500**

Average daily traffic: **29,400**

Distance to CTA bus shelter (in miles): **Not available**

Utilities/features: **Water, electric, fountain**

Ward: **25**



# MAKE WAY FOR PEOPLE



# Plaza: Mautene Court



Square Footage: **3,255**

Average daily traffic: **75,600**

Distance to CTA bus shelter (in miles): **0 (on the plaza)**

Utilities/features: **None**

Ward: **1**



# MAKE WAY FOR PEOPLE



# Plaza: Lincoln Central Park



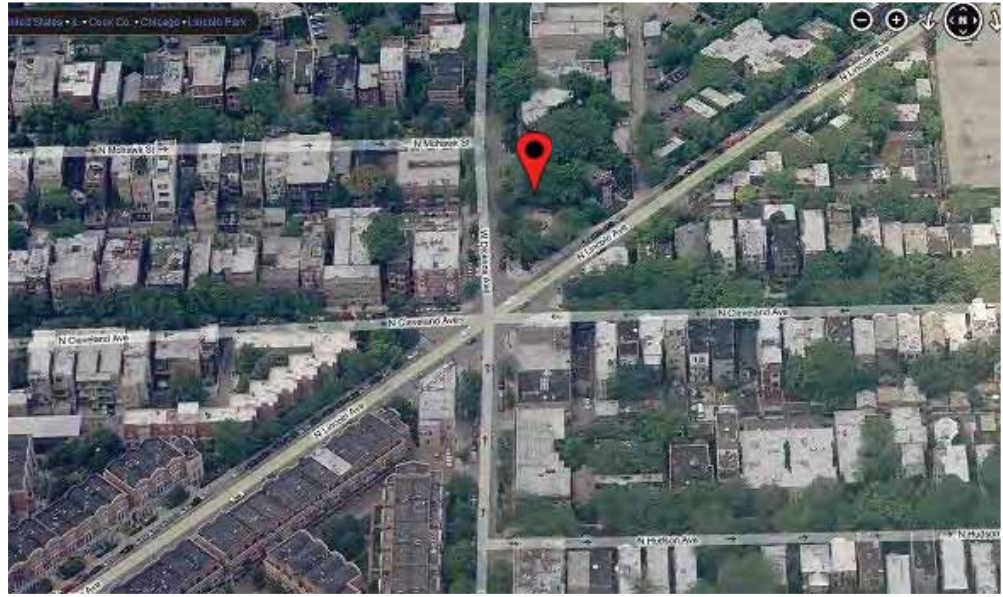
Square Footage: **10,000**

Average daily traffic: **14,400**

Distance to CTA bus shelter (in miles): **0 (on the plaza)**

Utilities/features: **Water, electric, fountain**

Ward: **43**



# MAKE WAY FOR PEOPLE





# Plaza: Lawrence-Lincoln-Western



Square Footage: **3,485**

Average daily traffic: **79,100**

Distance to CTA bus shelter (in miles): **0 (on the plaza)**

Utilities/features: **Water, electric, fountain, irrigation**

Ward: **47**



# MAKE WAY FOR PEOPLE

# Plaza: Leavitt-18th Place



Square Footage: **6,500**

Average daily traffic: **6,700**

Distance to CTA bus shelter (in miles): **0 (On the plaza)**

Utilities/features: **None**

Ward: **25**



# MAKE WAY FOR PEOPLE



# Plaza: Morgan Park

12



Square Footage: **10,620**

Average daily traffic: **14,400**

Distance to CTA bus shelter (in miles): **.2**

Utilities/features: **None**

Ward: **25**



**MAKE WAY FOR PEOPLE**

# Plaza: Lech Walesa, Clearing Memorial

13



Square Footage: **14,300**

Average daily traffic: **41,600**

Distance to CTA bus shelter (in miles): **0 (On the plaza)**

Utilities/features: **None**

Ward: **23**



# MAKE WAY FOR PEOPLE

# Plaza: Jackson Plaza



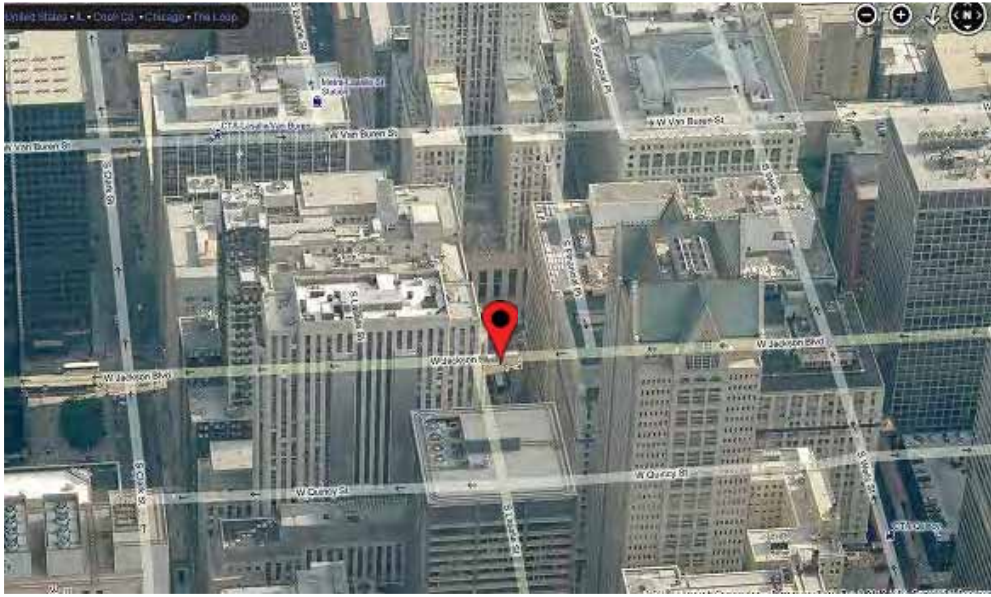
Square Footage: **7,405**

Average daily traffic: **4,700**

Distance to CTA bus shelter (in miles): **.4**

Utilities/features: **None**

Ward: **10**



# MAKE WAY FOR PEOPLE

# Plaza: Bowler Triangle



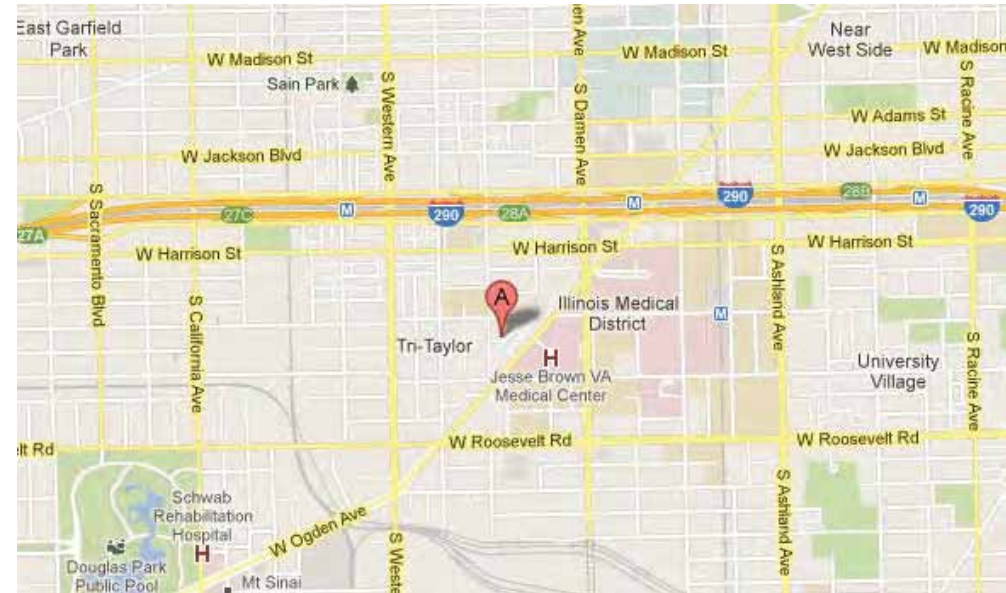
Square Footage: **3,200**

Average daily traffic: **22,700**

Distance to CTA bus shelter (in miles): **.3**

Utilities/features: **None**

Ward: **25**



# MAKE WAY FOR PEOPLE

# Plaza: Leavitt-Lincoln-Montrose



Square Footage: **1,865**

Average daily traffic: **30,500**

Distance to CTA bus shelter (in miles): **0 (on the plaza)**

Utilities/features: **Water, electric, irrigation**

Ward: **47**



# MAKE WAY FOR PEOPLE



# Plaza: Midway Plaza



Square Footage: **5,660**

Average daily traffic: **31,900**

Distance to CTA bus shelter (in miles): **.3**

Utilities/features: **Water, electric, fountain**

Ward: **29**



**MAKE WAY FOR PEOPLE**





# Plaza: Sunnyside Mall



Square Footage: **4,320**

Average daily traffic: **29,400**

Distance to CTA bus shelter (in miles): **.3**

Utilities/features: **None**

Ward: **46**



# MAKE WAY FOR PEOPLE



# Plaza: Jackson-Homan-Fifth



Square Footage:	<b>560</b>
Average daily traffic:	<b>6,900</b>
Distance to CTA bus shelter (in miles):	<b>0 (On the plaza)</b>
Utilities/features:	<b>None</b>
Ward:	<b>28</b>



# MAKE WAY FOR PEOPLE

# Plaza: Veteran's Memorial (Archer-Tripp-51<sup>st</sup>)



Square Footage: **7,840**

Average daily traffic: **18,600**

Distance to CTA bus shelter (in miles): **0 (On the plaza)**

Utilities/features: **None**

Ward: **23**



**MAKE WAY FOR PEOPLE**

# Plaza: Ewing-Indianapolis-100th



Square Footage: **Not available**

Average daily traffic: **650**

Distance to CTA bus shelter (in miles): **.03**

Utilities/features: **water, electric, fountain**

Ward: **10**



# MAKE WAY FOR PEOPLE

# Plaza: Archer-Cullerton-Dearborn



Square Footage: **1,300**

Average daily traffic: **8,500**

Distance to CTA bus shelter (in miles): **0.3**

Utilities/features: **None**

Ward: **3**



# MAKE WAY FOR PEOPLE

# Plaza: Armitage-Larrabee Pocket Park

23



Square Footage: **6,230**

Average daily traffic: **7,500**

Distance to CTA bus shelter (in miles): **0.5**

Utilities/features: **Water, electric, irrigation**

Ward: **43**



# MAKE WAY FOR PEOPLE

# Plaza: Ice Water (Drake) Fountain



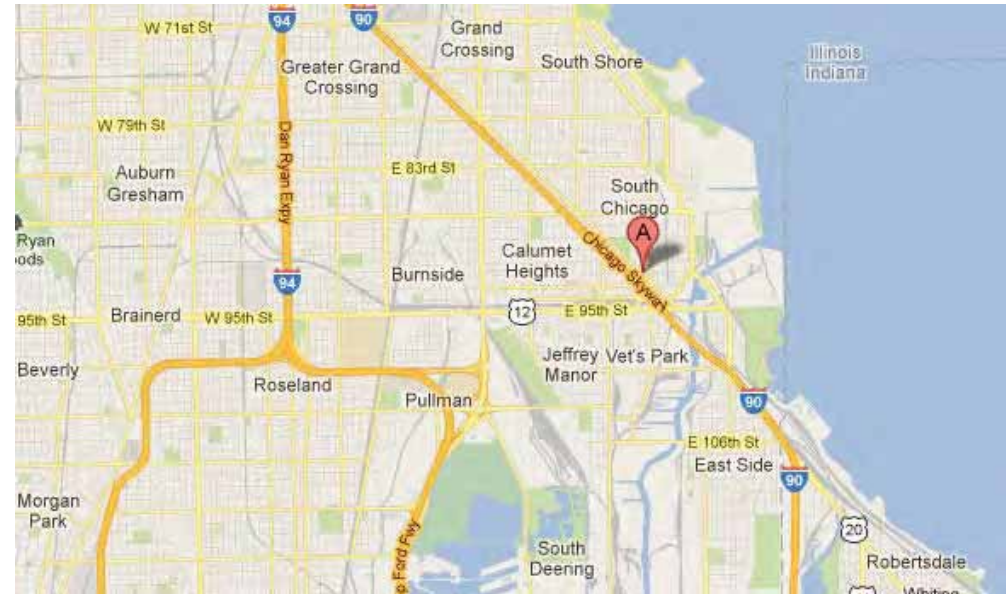
Square Footage: **3,050**

Average daily traffic: **11,200**

Distance to CTA bus shelter (in miles): **0.1**

Utilities/features: **None**

Ward: **7**



# MAKE WAY FOR PEOPLE

# Plaza: Irving Park



Square Footage: **17,860**

Average daily traffic: **22,900**

Distance to CTA bus shelter (in miles): **0.2**

Utilities/features: **None**

Ward: **38**



# MAKE WAY FOR PEOPLE





# Plaza: Leavitt-Milwaukee



Square Footage: **2,610**

Average daily traffic: **10,800**

Distance to CTA bus shelter (in miles): **0 (on plaza)**

Utilities/features: **None**

Ward: **32**



# MAKE WAY FOR PEOPLE

# Plaza: Lowe-39th



Square Footage: **2,615**

Average daily traffic: **15,000**

Distance to CTA bus shelter (in miles): **0.4**

Utilities/features: **None**

Ward: **11**



# MAKE WAY FOR PEOPLE

# Plaza: Mohawk-Wisconsin



Square Footage: **11,330**

Average daily traffic: **10,000**

Distance to CTA bus shelter (in miles): **0.4**

Utilities/features: **None**

Ward: **43**



# MAKE WAY FOR PEOPLE

# Plaza: Wisconsin Mall



Square Footage: **7,840**

Average daily traffic: **8,600**

Distance to CTA bus shelter (in miles): **0.5**

Utilities/features: **None**

Ward: **43**



# MAKE WAY FOR PEOPLE

# Plaza: Avenue O - 117th

30



Square Footage: 11,054

Average daily traffic: 16,000

Distance to CTA bus shelter (in miles): 0.2

Utilities/features: None

Ward: 10



# MAKE WAY FOR PEOPLE

# Plaza: 62nd - Drexel



Square Footage: 41,382

Average daily traffic: Not Available

Distance to CTA bus shelter (in miles): 0.1

Utilities/features: None

Ward: 20



# MAKE WAY FOR PEOPLE



# Plaza: 61st Pl - Dorchester



Square Footage: 8,712

Average daily traffic: Not Available

Distance to CTA bus shelter (in miles): 0.2

Utilities/features: None

Ward: 20



# MAKE WAY FOR PEOPLE



# Plaza: 35th - King Drive



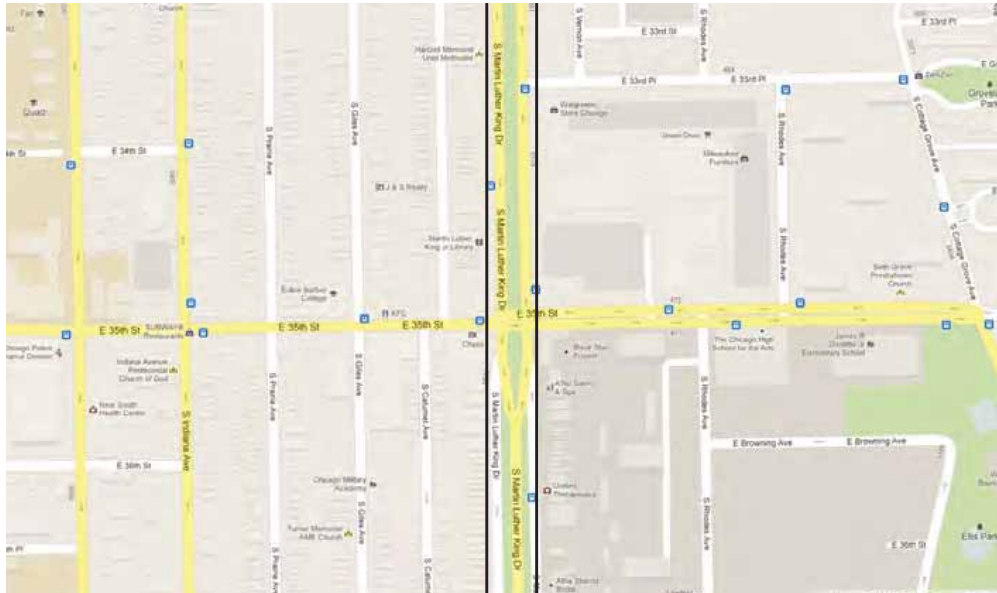
Square Footage: 18,567

Average daily traffic: 15,000

Distance to CTA bus shelter (in miles): 0.0 (across street)

Utilities/features: Water

Ward: 4



# MAKE WAY FOR PEOPLE





# Plaza: Halsted - 34th

34



Square Footage: 6,098

Average daily traffic: 17,600

Distance to CTA bus shelter (in miles): 0.0 (on plaza)

Utilities/features: Water, Electric, Fountain

Ward: 11



# MAKE WAY FOR PEOPLE

# Plaza: Firefighters Memorial

35



Square Footage: 7,938

Average daily traffic: 18,000

Distance to CTA bus shelter (in miles): 0.0 (on plaza)

Utilities/features: Water, Electric, Irrigation

Ward: 35



# MAKE WAY FOR PEOPLE

# Plaza: Englewood Mall



Square Footage: Not available

Average daily traffic: Not available

Distance to CTA bus shelter (in miles): 0.0 (scattered along location)

Utilities/features: None

Ward: 16, 20



MAKE WAY FOR PEOPLE



# Plaza: Clark - 18th Street



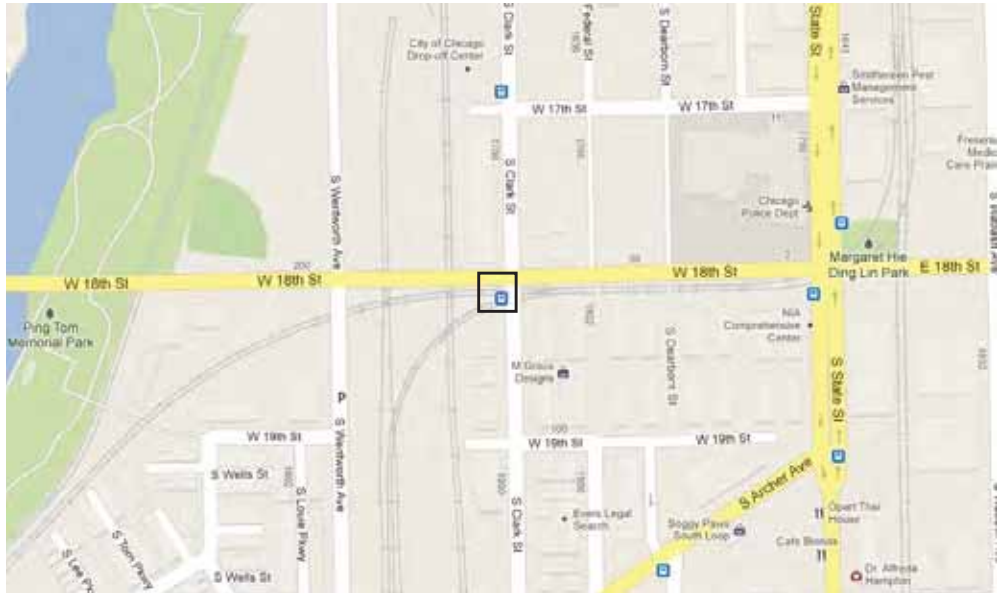
Square Footage: 5,000

Average daily traffic: 14,800

Distance to CTA bus shelter (in miles): 0.0 (across street)

Utilities/features: None

Ward: 25



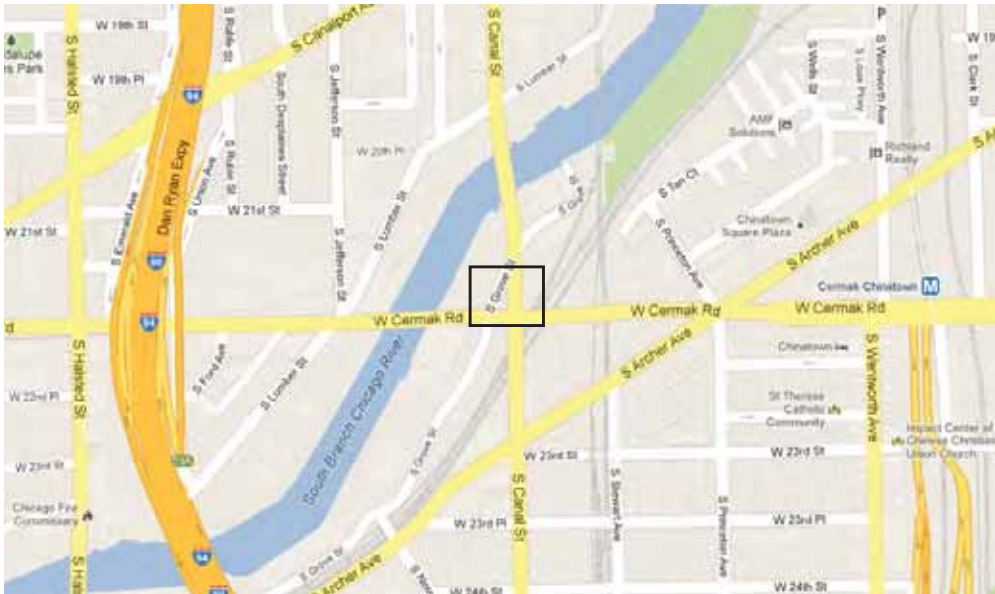
# MAKE WAY FOR PEOPLE



# Plaza: Canal - Cermak Triangle



Square Footage:	3,944
Average daily traffic:	12,300
Distance to CTA bus shelter (in miles):	0.2
Utilities/features:	Water, Electric, Irrigation
Ward:	25



MAKE WAY FOR PEOPLE



# Plaza: Vietnam Memorial



Square Footage: 26,861

Average daily traffic: 10,400

Distance to CTA bus shelter (in miles): 0.0 (across street)

Utilities/features: Water, Electric, Irrigation

Ward: 42



MAKE WAY FOR PEOPLE

# Plaza: Stockyard Stonegates

40



Square Footage: 27,007

Average daily traffic: 1,350

Distance to CTA bus shelter (in miles): 0.1

Utilities/features: None

Ward: 11



MAKE WAY FOR PEOPLE

# Plaza: Ohio Place Park



Square Footage: 16,553

Average daily traffic: 37,000

Distance to CTA bus shelter (in miles): 0.1

Utilities/features: Water, Electric, Irrigation

Ward: 42



MAKE WAY FOR PEOPLE





# Plaza: Ogden Mall



Square Footage: Not Available

Average daily traffic: Not available

Distance to CTA bus shelter (in miles): 0.1

Utilities/features: None

Ward: 43



# Plaza: Montrose - Broadway - Sheridan Triangle

43



Square Footage:	436
Average daily traffic:	21,600
Distance to CTA bus shelter (in miles):	0.0 (across street)
Utilities/features:	None
Ward:	46



# MAKE WAY FOR PEOPLE

# Plaza: Leavitt - Wabansia



Square Footage:	1,307
Average daily traffic:	Not available
Distance to CTA bus shelter (in miles):	0.1
Utilities/features:	Water
Ward:	32



# MAKE WAY FOR PEOPLE



# Plaza: Jefferson Park CTA Station Milwaukee

45



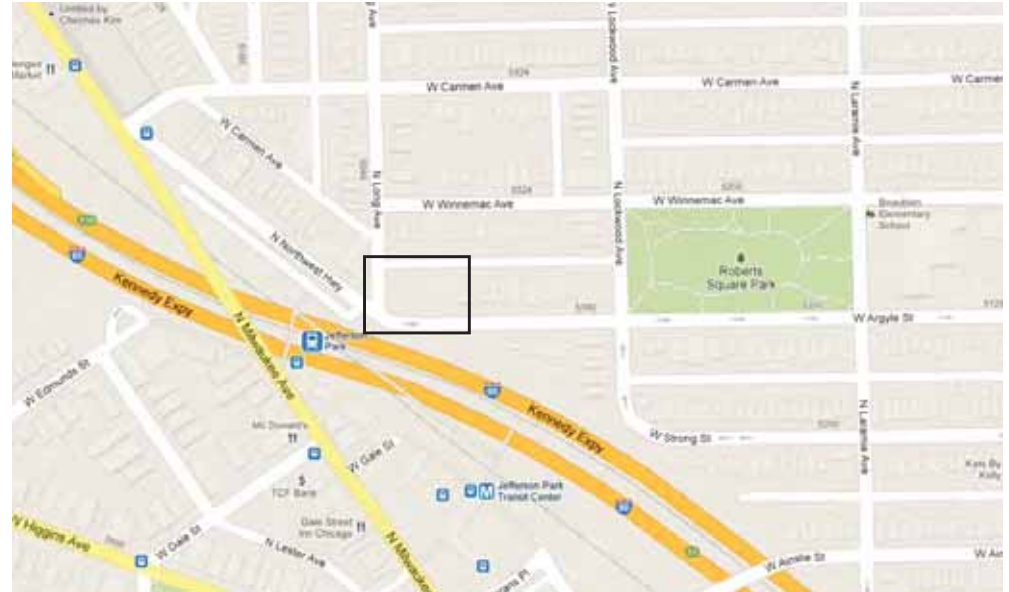
Square Footage: 21,190

Average daily traffic: Not Available

Distance to CTA bus shelter (in miles): 0.1

Utilities/features: Water, Electric, Irrigation

Ward: 45



# MAKE WAY FOR PEOPLE

# Plaza: Baltimore - Brainard



Square Footage: 7,874

Average daily traffic: 16,200

Distance to CTA bus shelter (in miles): 0.4

Utilities/features: None

Ward: 10



# Plaza: Woodard Triangle



Square Footage: 2,979

Average daily traffic: 12,800

Distance to CTA bus shelter (in miles): 0.0 (across street)

Utilities/features: None

Ward: 35

**AVAILABLE 2014**



MAKE WAY FOR PEOPLE

# Plaza: Racine



Square Footage: 1,015  
Average daily traffic: 21,600  
Distance to CTA bus shelter (in miles): 0.0 (across street)  
Utilities/features: None  
Ward: 48

**AVAILABLE 2015**



# MAKE WAY FOR PEOPLE



# Plaza: Blue Island - Loomis - 18th



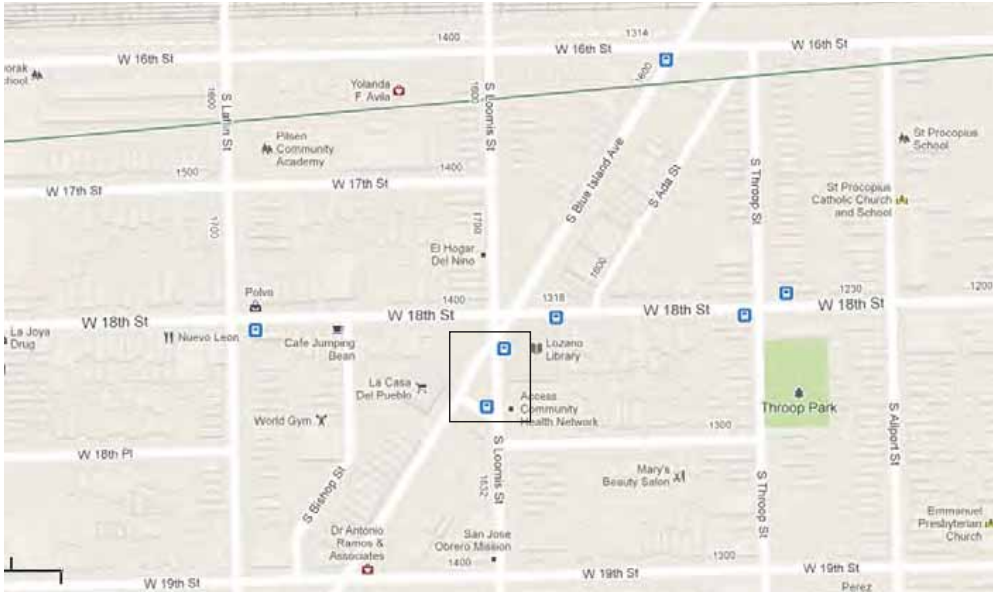
Square Footage: 7,064

Average daily traffic: 5,200

Distance to CTA bus shelter (in miles): 0.4

Utilities/features: Water, Electric, Irrigation

Ward: 25



# MAKE WAY FOR PEOPLE



**Exhibit 3**  
**Scope of Services**

**I. General Description of Services**

**A. RAISE REVENUE** to support the People Plaza programs and fund the Services set forth below;

**B. ACTIVATE** the People Plazas through a wide-range of amenities, programming and placemaking strategies in conjunction and in partnership with local community groups;

**C. MAINTAIN** People Plazas beyond current level of maintenance as set forth below;

**D. CAPITAL IMPROVEMENTS AND UPGRADES** for the People Plazas by improving the plazas sufficiently to support their activation, as outlined below.

**II. Revenue Services**

**A.** Consultant must raise revenue to support the People Plaza programs. Consultant must do so through a combination of sponsorships, advertising, grants and donations from corporations, local businesses or individuals, leasing of retail space, experiential marketing, or other innovative solutions that may be agreed upon between City and Consultant. Consultant may not charge admission fees to People Plazas or events on the plazas. Consultant must exclude the use of street level digital media in their revenue proposals. For more background on this initiative, please see:  
[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/Municipal%20Marketing/StreetLevelDigitalMarketingInitiative.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/Municipal%20Marketing/StreetLevelDigitalMarketingInitiative.pdf)

**B.** In the performance of the Revenue Services, Consultant must adhere to advertising guidelines attached hereto in Exhibit 4. The City will have certain review and approval rights with respects to all revenue agreements.

**C.** Consultant's ability to install and advertise on certain types of assets may be limited by City's existing or future agreements. For instance, the installation of bus stop shelters, bus supervisor kiosks, news racks, and certain types of kiosks, information panels or column kiosks that will bear advertising, may be limited by the rights, if any, of JCDecaux Chicago, LLC, to install such items in accordance with the Coordinated Street Furniture Agreement between the City and JCDecaux Chicago, LLC. Furthermore, any Services to be provided by the Consultant are subject to existing and future

city agreements with third parties and must not cause the city to be in breach of such agreements.

**D.** Consultant must approach each plaza as a local community asset. Therefore, whenever possible, the local community and alderman should have input regarding the character, nature and activities of the plaza, which includes the sponsorship, advertising and vendor choices. Consultant must consult local community groups and incorporate community engagement requirements when detailing any revenue proposals

**E.** The City realizes that some plazas may yield significantly more revenue than others plazas. Consultant must manage the revenues in aggregate so that all plazas under activation have sufficient funds for Services. Consultant must distribute sponsorship and grant funds among the plazas to help local organizations and partners activate and maintain all the plazas. Consultant must also contribute funds into a reinvestment account for capital maintenance of the plaza program. Consultant must further maintain a revenue model where City either receives a share of excess revenues over cost of Services or a guaranteed revenue.

### **III. Activation Services**

**A.** Respondents will be required to activate the plazas using practices that are considered best practices among place making experts, such as Project for Public spaces, <http://www.pps.org> or at <http://placemakingchicago.com> or other innovative best practices. Activities and improvements for the People Plazas should remain dynamic over time to address the changing needs of the communities and their respective plazas.

**B.** Programming and other Activation Services must have strong community engagement plans and partnerships, support and expand on existing community efforts, and provide capacity building within local communities. The plazas must be managed and operated year round and be activated during all seasons. The Consultant must provide a wide variety of seasonally appropriate activities that are tailored to the local community and provide a public benefit. In many cases, there are already local community groups acting as stewards to these public spaces; the Consultants will be expected to partner with and support these groups to activate the plazas.

**C.** Activities should support local economic development, help create walkable and healthy communities, and cultivate culture. They should be done in partnership with local retail and community groups whenever possible and should not displace existing beneficial activities.

**D.** Consultant must seek opportunities to develop long-term strategic partnerships that will help increase activity on the Plazas.

#### E. Examples of Potential Uses of People Plazas

The following are illustrative examples and not exhaustive. The city welcomes other proposals, not listed here.

##### 1) Temporary uses

Examples of temporary use: Every Wednesday and Sunday the Plaza is used for a farmers' market. Each December for two weeks, the Plaza is used for a Holiday market. Four times per year, a corporate sponsor will hold an event. Every Thursday there is live music in the plaza.

##### 2) Permanent uses

Examples of temporary use: "X" square footage of the plaza will be used for a retail kiosk that operates will operate year-round. An additional "Y" square footage will be used for advertising (although the specific ads probably change). "Z" square footage will be used as a garden plot.

##### 3) Accommodation for existing uses

Be aware of and build proposals around existing beneficial community uses and plans. The goal is to support existing beneficial uses and build on them – not suspend or displace them. This is particularly true of any existing farmer's markets, regularly occurring performances or special events.

##### 4) Non-exclusive use

Be aware that plazas must accommodate future and existing public benefits such as bikeshare stations, bus shelters, or digital kiosks and that this contract will not confer any exclusive use.

#### **IV. Maintenance Services**

A. Maintenance services will include regular trash and debris collection, landscaping, weeding and mowing above and beyond the current level of maintenance provided by the city for the plazas, and as required for the activation of plazas.

##### B. Examples of levels of Maintenance

The following are illustrative examples and not exhaustive. Please note that the City will be providing some maintenance during the first two years of the contract, but Contractor must supplement with further maintenance. The final scope may include others tasks or methods suggested in the Proposal.

- 1) A People Plaza in a neighborhood with high pedestrian traffic is activated with tables, chairs and other public amenities. The Consultant contracts with another entity or partners with an existing SSA service provider or other local community group to ensure that the Plaza, its furniture and other amenities are properly maintained three times per day. All site furniture that is temporary

and not bolted down should be removed from the site and stored in the evening hours. In addition landscaping in existing planters will be maintained regularly and replaced when/if required. Periodic power washing may be required as well.

- 2) A People Plaza is activated with a weekly concert series or other cultural program. The Consultant will ensure that the plaza is properly maintained before and after the event, including trash and debris collection, protection of existing landscaping, and weeding and replacement of all landscaping, as required. Power washing after the event on a weekly basis may be required. Also, the Consultant will ensure that amenities such as temporary garbage cans and recycling bins are provided during the event to minimize litter. All temporary furniture not bolted down and equipment used during and for the event will be removed from the site and stored at the conclusion of the event.
- 3) The Consultant partners with a local community gardening group that will act as a steward for an otherwise underutilized space. The Consultant will ensure that proper trash removal and landscaping are occurring on a regular basis, above and beyond what is currently being provided by the city.
- 4) In general, trash and debris collection, maintenance & protection of new and existing landscaping, weeding, mowing, and watering should occur on a regular basis to be proposed by the respondent. Periodic cleaning, such as power washing, graffiti removal and inspections of new and existing site furniture should be conducted as well.

## **V. Capital Improvement and Upgrade Services**

The Consultant must provide capital improvements and upgrades to the People Plazas, both, as required for activation and as their revenue models allows. Improvements can be considered near and long-term capital improvements and upgrades, respectively. Each plaza is unique and will have a distinct set of needs, both near and long-term for proper activation. Please note that Consultant must have competitive processes in place. If any improvement can be deemed a public work, Consultant must require contractual provisions contained in Exhibit \_\_\_.

The following are for illustrative purposes and not exhaustive. The city welcomes other innovative proposals, not listed here.

- A. Near term improvements and upgrades that may be necessary for activation include the improvement of immediate safety issues,

such as trip hazards, accessibility and necessary infrastructure upgrades for retail kiosks or other proposed uses, including any required utilities. Site furniture, temporary landscaping and bike parking amenities may also be necessary to properly activate the plazas.

- B. Long-term improvements and upgrades should address potential capital improvements such as hard-scaping, lighting, electrical upgrades, permanent landscaping and trees, ADA accessibility and continued upkeep of spaces.
- C. In addition, the City desires wi-fi services in public plazas and preference will be given to proposals that can provide this service, ideally free to the public.

**Exhibit 4**  
**Advertising Policy**

Advertising or promotional materials displayed on City Assets must be appropriate for display to the general public of all ages and may not contain material or information that:

1. is false, misleading, or deceptive;
2. is libelous or defamatory;
3. promotes unlawful or illegal products, services or activities;
4. infringes on any copyright, trade or service mark, patent, trade secret or other intellectual property right of any person or entity;
5. implies or declares an endorsement by the City of Chicago of any product, service or activity, except upon the written consent of the City of Chicago;
6. is obscene, pornographic, or sexually-explicit material, including, but not limited to, the depiction of nudity, sexual conduct, or sexual excitement;
7. promotes or depicts tobacco or tobacco-products, or their use, or advertises entities whose business is substantially derived from the sale of tobacco or tobacco products;
8. promotes or depicts alcoholic beverages or the use of alcoholic beverages if such advertisement or promotional material is within a 500-foot radius of a school up through the level of high school, a house of worship or a playground (other than a playground located adjacent to a linear park that is more than one mile in length and is located within the public way);
9. advertises entities whose business is substantially derived from the sale of firearms;
10. supports or opposes a political message, or a public issue or cause;
11. advocates imminent lawlessness or violent action, or contains graphic depictions of violence; or
12. supports or opposes a religion or religious denomination, creed, tenet or belief, atheism or agnosticism, or that contains a religious message, symbol or endorsement.

## Exhibit 5

### **INSURANCE REQUIREMENTS**

Department of Transportation  
People Plaza Management Agreement  
CDOT Project No.: S-3-331

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

#### **A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

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

3) Automobile Liability (Primary and Umbrella)

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

4) Professional Liability

When any project/site managers or other professional consultants perform services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

5) Valuable Papers

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

6) Crime

The Contractor must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and on premises at any given time.

7) Property

The Respondent is responsible for all loss or damage to City property at full replacement cost that result from this Agreement.

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

**B. ADDITIONAL REQUIREMENTS**

Respondent must furnish the City of Chicago, Department of Transportation, attn: Janet Attarian, Suite 500, 30 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Respondent must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. Respondent must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

Respondent hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

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

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

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



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

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

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

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

## EXHIBIT 6

### **MBE/WBE SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT**

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

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

**The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

- B. 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.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0

WBE Contract Goal: 5.0

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.**

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

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

## II. Definitions

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

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

- B. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- C. **“Executive Director”** means the executive director of the Office of Compliance or his or her designee.
- D. **“Minority Business Enterprise”** or **“MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- E. **“Women Business Enterprise”** or **“WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- F. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.

## III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned,

TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

**IV. Counting MBE/WBE Participation Toward the Contract Goals**

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.
- E. When a MBE or WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the contract specific goals only if the MBE's or WBE's subcontractor is itself a MBE or WBE. Work that a MBE or WBE subcontracts to a non-MBE or WBE does not count towards the contract specific goals.

**The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.**

**V. Regulations Governing Reduction or Waiver of MBE/WBE Goals**

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

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's

letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

**Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening.** Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. **Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.** Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

#### **A. Direct/Indirect Participation**

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

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. 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 certified MBE/WBE firms;
  - b. A listing of all MBE/WBE firms contacted that includes:
    - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
    - (2) Date and time of contact;
    - (3) Method of contact (written, telephone, facsimile, etc.)
  - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - (1) Project identification and location;
    - (2) Classification/commodity of work items for which quotations were sought;
    - (3) Date, item and location for acceptance of subcontractor bid proposals;

- (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

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

## **B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

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

## **C. Impracticability**

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

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

## **VI. Procedure To Determine Bid Compliance**

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

### **A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.**

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

- Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm\*s Area of Specialty. The MBE/WBE firm\*s scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

- Joint Venture Agreements.

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a

specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

## **VII. Reporting Requirements During The Term of The Contract**

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.  
**NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."**
- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Executive Director shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

## **VIII. MBE/WBE Substitutions**

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well



as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

#### **IX. Non-Compliance and Damages**

The following constitutes a material breach of this contract and shall 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 satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Executive Director and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

#### **X. Arbitration**

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney\*s fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10)

days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney\*s and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the “Demand for Arbitration” within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**XI. Record Keeping**

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

**XII. Information Sources**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

**U.S. Small Business Administration**  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
General Information  
(312) 353-4528

**S.B.A. - Bond Guarantee Program  
Surety Bonds**  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

**S.B.A. - Procurement Assistance**  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago  
Department of Procurement  
Contract Administration Division**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Monica Jimenez  
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago  
Office of Compliance**  
ATTN: Supplier Diversity Program  
333 State Street, Suite 540  
Chicago, IL 60604  
General Information, Department of Procurement Services: [www.cityofchicago.org](http://www.cityofchicago.org)

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers  
Development Council, Inc.**  
1040 Avenue of the Americas, 2<sup>nd</sup> floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212) 944-2430

**Chicago Minority Business  
Development Council**  
1 East Wacker Drive  
Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith, Executive Director  
Phone #: (312) 755-8880  
Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 8/3/10 (jmm)

## ATTACHMENT A – ASSIST AGENCY

### **Alliance of Business Leaders & Entrepreneurs (ABLE)**

150 N. Michigan Ave. Suite 2800  
Chicago, IL 60601  
Phone: (312) 624-7733  
Fax: (312) 624-7734  
Web: [www.ablechicago.com](http://www.ablechicago.com)

### **Alliance of Minority and Female Contractors c/o Federation of Women Contractors**

5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239

### **American Brotherhood of Contractors Business Development Center**

11509 S. Elizabeth  
Chicago, IL 60643  
Phone: (773) 928-2225  
Fax: (773) 928-2209  
Web: [www.american-brotherhood.org](http://www.american-brotherhood.org)

### **Asian American Institute**

4753 N. Broadway St. Suite 904  
Chicago, IL 60640  
Phone: (773) 271-0899  
Fax: (773) 271-1982  
Web: [www.aaichicago.org](http://www.aaichicago.org)

### **Association of Asian Construction Enterprises**

333 N. Ogden Avenue  
Chicago, IL 60607  
Phone: (847) 525-9693  
Email: [nakmancorp@aol.com](mailto:nakmancorp@aol.com)

### **Black Contractors United**

400 W. 76th Street, Suite 200  
Chicago, IL 60620  
Phone: (773) 483-4000  
Fax: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)

### **Chatham Business Association Small Business Development, Inc.**

8441 S. Cottage Grove Avenue  
Chicago, IL 60619  
Phone: (773) 994-5006  
Fax: (773) 994-9871  
Web: [www.cbaworks.org](http://www.cbaworks.org)

### **Chicago Area Gay & Lesbian**

Chamber of Commerce  
3656 N. Halsted  
Chicago, IL 60613  
Phone: (773) 303-0167  
Fax: (773) 303-0168  
Web: [www.glchamber.org](http://www.glchamber.org)

### **Chicago Minority Supplier Development Council, Inc.**

105 W. Adams, Suite 2300  
Chicago, IL 60603-6233  
Phone: (312) 755-8880  
Fax: (312) 755-8890  
Web: [www.chicagomsgdc.org](http://www.chicagomsgdc.org)

### **Chicago Urban League**

4510 S. Michigan Ave.  
Chicago, IL 60653  
Phone: (773) 285-5800  
Fax: (773) 285-7772  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)

### **Cosmopolitan Chamber of Commerce**

203 N. Wabash, Suite 518  
Chicago, IL 60601  
Phone: (312) 499-0611  
Fax: (312) 332-2688  
Web: [www.cosmochamber.org](http://www.cosmochamber.org)

### **Federation of Women Contractors**

5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239  
Web: [www.fwcchicago.com](http://www.fwcchicago.com)

### **Hispanic American Construction Industry Association (HACIA)**

901 West Jackson Boulevard, Suite 205  
Chicago, IL 60607  
Phone: (312) 666-5910  
Fax: (312) 666-5692  
Web: [www.haciaworks.org](http://www.haciaworks.org)

### **Illinois Hispanic Chamber of Commerce**

855 W. Adams, Suite 100  
Chicago, IL 60607  
Phone: (312) 425-9500  
Fax: (312) 425-9510  
Web: [www.ihccbbusiness.net](http://www.ihccbbusiness.net)

**Latin American Chamber of Commerce**

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

**National Association of Women Business****Owners****Chicago Chapter**

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

**Rainbow/PUSH Coalition  
International Trade Bureau**

930 E. 50th Street  
Chicago, IL 60615  
Phone: (773) 256-2781  
Fax: (773) 373-4104  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)

**Suburban Minority Contractors Association**

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

**Uptown Center Hull House**

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

**Women Construction Owners & Executives  
(WCOE)**

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

**Women's Business Development Center**

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

**Chicago Women in Trades (CWIT)**

4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: [www.chicagowomenintrades.org](http://www.chicagowomenintrades.org)

**Coalition for United Community Labor Force**

1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (773) 863-0283

**Englewood Black Chamber of Commerce**

P.O. Box 21453  
Chicago, IL 60621

**South Shore Chamber, Incorporated**

Black United Funds Bldg.  
1813 E. 71st Street  
Chicago, IL 60649-2000  
Phone: (773) 955-9508

**United Neighborhood Organization (UNO)**

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

(January 2011)

**ATTACHMENT B**

**(On Bidder/proposer's Letterhead)**

**RETURN RECEIPT REQUESTED**

(Date)

Re: Specification \_\_\_\_\_  
Description: \_\_\_\_\_

(Assist Agency Name and Address)

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

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

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

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

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

\_\_\_\_\_ at \_\_\_\_\_ Address/phone

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

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

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 403  
Chicago, Illinois 60602

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

Sincerely,

\_\_\_\_\_

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

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
\_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_

II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
\_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.  
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):  
1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions:
  - (a) Dollar amounts of initial contribution: \_\_\_\_\_  
\_\_\_\_\_
  - (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
  
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Provide copies of all written agreements between venturers concerning this project.
  
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_



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

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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?

---

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

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

---

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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

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

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

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

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

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

(SEAL )

**SCHEDULE C-1**

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

Name of Project/Contract: \_\_\_\_\_  
Specification Number: \_\_\_\_\_

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

MBE: Yes \_\_\_\_\_ No \_\_\_\_\_  
WBE: Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

\_\_\_\_\_ Sole Proprietor                      \_\_\_\_\_ Corporation  
\_\_\_\_\_ Partnership                      \_\_\_\_\_ Joint Venture

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature of Owner or Authorized Agent)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**SCHEDULE D-1**

**Affidavit of MBE/WBE Goal Implementation Plan**

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

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

County (City) of \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
Name of Prime Consultant/Contractor

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

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

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

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_%

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

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

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

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

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

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

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

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

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

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

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

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

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

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

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

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

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

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

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_%

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

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

V. Summary of WBE Proposal:

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

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

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

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

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

\_\_\_\_\_  
Signature of Affiant (Date)

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

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

(Seal)

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

## MBE/WBE UTILIZATION REPORT

Utilization Report No. \_\_\_\_\_ Specification No. \_\_\_\_\_

Contract No. \_\_\_\_\_

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

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

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

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

\_\_\_\_\_ (Address of Prime Consultant/Contractor)      (\_\_\_\_\_) (Phone)

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

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

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

Total MBE: \$ \_\_\_\_\_

Total WBE: \$ \_\_\_\_\_



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

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

Signature: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

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

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

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

County (City) of \_\_\_\_\_

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

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

(Seal)

**EXHIBIT 7**  
**Public Work Provisions**

**A. Public Work Indemnity**

1) Contractor must protect, defend, indemnify, and hold [Consultant] and the City, their officers, officials, representatives, and employees (collectively the "Indemnitees"), harmless from and against any and all claims, damages, demands, injury or death, in consequence of, arising out of or being in any way connected with Contractor's performance with respect to any public work construction under this Agreement except for matters shown by final judgment to have been caused by or attributable to the negligence of Indemnitees. This indemnification obligation is effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs, including attorney fees, costs, liens, judgments, settlements, penalties, professional fees, and other expenses incurred by [Consultant] and the City, including fines and penalties imposed by public bodies, and the reasonable settlement of such claims. This indemnification obligation is not limited by any amount of insurance required under this Agreement. Further, the indemnification obligation contained in this section will survive the expiration or termination of this Agreement.

2) Contractor will be solely responsible for the defense of any and all claims, demands, or suits against Indemnitees, including claims by Contractor's employees, subcontractors, agents, or servants even though the claimant may allege that the Indemnitees were in charge of the construction of the public work or alleged negligence on the part of Indemnitees. [Consultant] and the City the City will have the right, at their sole option, to participate in the defense of any such suit, without relieving Contractor of its obligations under this section.

3) "Injury" or "damage" as these words are used in this section will be construed to include injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants, or employees, of any scaffolding, hoist cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not they are owned, furnished, or loaned by the Indemnitees.

4) Contractor must promptly provide, or cause to be provided, to [Consultant] and the City copies of all notices that Contractor may receive of any claims, actions, or suits that may be given or filed in connection with Contractors performance or the performance of any Subcontractor and for which the Indemnitees are entitled to indemnification under this Agreement and to give the Indemnitees authority, information and assistance for the defense of any claim or action.

**B. Prevailing Wage Rates**

In accordance with 820 ILCS 130/1 et seq., in the performance of the work, Contractor is fully responsible for paying not less than the prevailing rate of wages as determined by the Illinois Department of Labor, which must be paid to all laborers, mechanics, and other workers performing public works under this Agreement. These wage rates are also the prevailing wage rates for the City of Chicago, as determined by the Department. If

the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the work before completion of the Project, the revised rate applies to this Agreement from the effective date of the revision. If federal wage provisions apply, such provisions will supersede this provision.

**C. Performance Bond**

Contractor must deliver to [Consultant] and the City prior to execution of the Agreement a performance and payment bond in a sum for an amount that is equal to 25 percent of the total amount of the Agreement. Any performance bond that Contractor provides must comply with the provisions of 30 ILCS 550/1 et seq., as amended, and of Chapter 2, Section 2-92-030 of the Municipal Code, as amended. The surety or sureties issuing the bond must be acceptable to the Comptroller and must have a Best's Key Rating Guide of "B+," Class XI or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. In case of Contractor's neglect, failure, or refusal to provide satisfactory sureties when so directed within 10 days after such notification, under § 2-92-040 of the Municipal Code the [Consultant] and the City may declare this Agreement forfeit, but such forfeiture will not release Contractor or Contractor's surety or sureties from any liability that may have accrued before the date of the forfeiture. If at any time the surety or sureties, or any one of them, upon the bond become insolvent, or are, in the sole opinion of [Consultant] and the City, unsatisfactory, or unable to respond to damages in case of liability on such bond, [Consultant] and the City will notify Contractor and direct that Contractor furnish a bond issued by a satisfactory surety or sureties forthwith.

**D. Multi-Project Labor Agreement (PLA)**

The City has entered into the PLA with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Attachment A. A copy of the PLA, with appendices, may also be found on the City's website at <http://www.cityofchicago.org/PLA>. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Agreement, and shall comply in all respects with the PLA.

**EXHIBIT 8**  
**STANDARD CITY OF CHICAGO TERMS**

**Compliance with All Laws Generally**

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("**EDS**") in the form attached to this Agreement. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Consultant must abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Consultant agrees that failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Contract.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

**Nondiscrimination**

(a) **Consultant**

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(i) **Federal Requirements**

Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any

individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. ' ' 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. ' ' 621-34; Rehabilitation Act of 1973, 29 U.S.C. ' ' 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. ' 12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

(ii) **State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code ' 750 Appendix A. Furthermore, Consultant must comply with the Public Works

Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) **City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Consultant must incorporate all of this Section by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

**Cooperation in Investigations**

It is the duty of any bidder, proposer or contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-56 or 2-55, respectively, of the Municipal Code. Consultant understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

**Business Relationships with Elected Officials**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally

or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this Agreement. The term financial interest is defined as set forth in MCC Chapter 2-156.

**Chicago "Living Wage" Ordinance**

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Consultant has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must ensure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to ensure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2013, the Base Wage is \$11.78 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Commissioner demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

### **Environmental Warranties and Representations**

In accordance with Section 11-4-1600(e) of

the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Consultant's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Consultant's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

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

### **Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to

the date of notification will be made to Consultant except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

### **Funding**

The source of funds for payments under this Agreement is Fund number \_\_\_\_\_ . Payments under this Agreement must not exceed \$\_\_\_\_\_ without a written amendment. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

### **Prohibition on Certain Contributions**

Neither Consultant nor any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or Other Contract is executory, (ii) the term of this Agreement or any Other Contract between City and Consultant, and/or (iii) any period in which an extension of this Agreement or Other Contract with the City is being sought or negotiated.

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

Consultant shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political

fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

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

For purposes of this provision:

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

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

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

## **Firms Owned or Operated by Individuals with Disabilities**

The City encourages contractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

## **Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

(a) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Commissioner to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City;

(b) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and

(c) warrants and represents that neither Consultant nor an Affiliate of Consultant (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. An Affiliate of Consultant means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## **Ethics**

(a) In addition to the foregoing warranties and representations, Consultant warrants:

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code.

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

## **EDS / Certification Regarding Suspension and Debarment**

Consultant certifies, as further evidenced in the EDS, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

## **Right to Offset**

As provided under Section 2-92-380 of the Municipal Code, the City may set off from Consultant's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation complaint* and the amount of any *debt* owed by Consultant to the City as those italicized terms are defined in the Municipal Code.

## **Shakman**

(i) The City is subject to the May 31, 2007



Order entitled “Agreed Settlement Order and Accord” (the “Shakman Accord”) and the June 24, 2011 “City of Chicago Hiring Plan” (the “City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

(iii) Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual’s political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual’s political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Consultant will, as

soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City’s Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

### **Freedom of Information Act and Local Records Retention Act Laws**

Notwithstanding any terms in this Agreement to the contrary, any obligations of the City under applicable laws pertaining to protection from disclosure or destruction of any Confidential Information, including, but not limited to, under any freedom of information act or local records retention act laws, shall not be affected or diminished in any respect by any obligations of the Parties under this Agreement.

**EXHIBIT 9**

**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

**Submit a completed client profile information sheet for each company reference. Provide a maximum of three (3) references.**

- (1) Client Name: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) City, State, Zip Code: \_\_\_\_\_
- (4) Project Manager: \_\_\_\_\_
- (5) Telephone Number: \_\_\_\_\_
- (6) E-mail: \_\_\_\_\_
- (7) Number of Employees in Client Organization: \_\_\_\_\_
- (8) Project Scope of Services/Goals: \_\_\_\_\_

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

- (9) Contract Award Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
- (10) Initial Contract Amount: \$\_\_\_\_\_ Final Contract Amount: \$\_\_\_\_\_

(11) Describe how the client's goals were met. Describe the activation, maintenance, revenue generation and/or capital improvement services offered and implemented. Attach additional pages, as necessary.

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

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

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

(13) Is the client still utilizing the activation, maintenance, revenue generation and/or capital improvement services?

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

(14) What was the cost/financing structure of the contract?

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