

# REFERENCE AGREEMENT FOR PROFESSIONAL SERVICES

**Real Estate Consulting Services – Category 1: Real Estate Appraisal  
Category 2: Brokerage Services and Category 3: Consulting Services**

BETWEEN



COOK COUNTY GOVERNMENT

Cook County Department of Real Estate Management

AND

CBRE, Inc.

CONTRACT NO. 2223-01265B

PURCHASE ORDER NO. 70000238435

(Based on the City of Chicago, Illinois Contract No. 76213)

# PROFESSIONAL SERVICES AGREEMENT

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### **List of Exhibits**

Exhibit 1	Scope of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Economic Disclosure Statement

### **Attachments**

Attachment 1 City of Chicago Contract No. 76213

## **AGREEMENT**

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of the Office of the Chief Procurement Officer hereinafter referred to as “County” and GBRE, Inc., doing business as a corporation of the State of Illinois hereinafter referred to as “Consultant”.

## **BACKGROUND**

**Whereas**, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

**Whereas**, City of Chicago, Illinois solicited a formal Request for Proposal process for Non-Target Market Master Task Order Contract: Real Estate Services for various scope categories: Category 1: Real Estate, Appraisal Category 2: Brokerage and Category 3: Consulting, and the Consultant was identified as the qualified and best value provider for the services; and

**Whereas**, the City of Chicago, Illinois entered into a contract on August 24, 2018, for the provision of services by the Consultant for the County relative to Real Estate Consulting Services, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the City of Chicago, Illinois contract are not made a part of or incorporated into this Agreement; and

**Whereas**, the County wishes to leverage the procurement efforts of City of Chicago, Illinois; and

**Whereas**, the County, through the Cook County Department of Real Estate Management desires certain similar services of the Consultant; and

**Whereas**, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

**Whereas**, the Consultant agrees to provide Cook County Department of Real Estate Management, incorporated as Exhibit 1, Statement of Work; and

**Whereas**, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Scope of Work and Exhibit 2, Price Proposal, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City of Chicago, Illinois Contract No.76213.

**NOW, THEREFORE**, the County and Consultant agree as follows:

## TERMS AND CONDITIONS

### ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

### ARTICLE 2) DEFINITIONS

#### a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

**"Agreement"** or **"Contract"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

**"Using Agency"** shall mean the department of agency within Cook County including elected officials.

#### b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless

otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Scope of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Economic Disclosure Statement

**d) Order of Precedence**

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Agreement shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Scope of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
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Exhibit 8	Economic Disclosure Statement

### **ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

#### **a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

#### **b) Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

**c) Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

**d) Personnel**

**i) Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

**f) Insurance**

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

**i) 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 or illness.

(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 (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

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

(4) Professional Liability

When any 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 \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and 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.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 69 W. Washington St., Floor 30, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance 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.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**h) Confidentiality and Ownership of Documents**

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

**j) Examination of Records and Audits**

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**l) Professional Social Services**

In accordance with Section 34-146 of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall be effective after proper execution of the contract document ("**Effective Date**") and continue until July 31, 2023, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

**b) Timeliness of Performance**

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two (2) additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within fifteen (15) days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County 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. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction**

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five (5) days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

## **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

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

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County 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.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
  - v) Failure to comply with Article 7 in the performance of the Agreement.
  - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective ten (10) days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving fifteen (15) days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of forty-five (45) days within any one year of this Agreement. If the total number of days of suspension exceeds forty-five (45) days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;  
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

**g) Prepaid Fees**

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**ARTICLE 10) GENERAL CONDITIONS**

**a) Entire Agreement**

**i) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

**ii) No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

**m) Federal Clauses**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress  
In accordance with 41 U.S.C. § 22, the Consultant agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.
2. False or Fraudulent Statements and Claims
  - (a) The Consultant recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Consultant to the extent the Federal Government deems appropriate.
  - (b) The Consultant also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal

Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Consultant the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Consultant is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Consultant, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Consultant agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Consultant agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Consultant may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Consultant authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Consultant purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Consultant on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Consultant agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Consultant will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

## 5. Records and Audits

Consultant will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Consultant to make such delivery, then and in that event, the Consultant will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Consultant under this Agreement. Any payments to the Consultant which exceed the

amount to which the Consultant is entitled under the terms of this Agreement will be subject to set off.

The Consultant will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

#### 6. Environmental Requirements

The Consultant recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Consultant also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Consultant agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Consultant acknowledges that this list does not constitute the Consultant's entire obligation to meet all Federal environmental and resource conservation requirements. The Consultant will include these provisions in all subcontracts.

(a) Environmental Protection. The Consultant agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Consultant agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed,

Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Consultant further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Consultant further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Consultant agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Consultant will promptly notify the County if the Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Consultant agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

#### 7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

#### 8. No Federal Government Obligations to Third Parties

The Consultant agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Consultant.

#### 9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Consultant's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Consultant has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Consultant and, if no future payments are due or if future payments

are less than such excess, the Consultant will promptly refund the amount of the excess payments to the County.

#### 10. Trade Restrictions

Consultant certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. Consultant may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Consultant will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

#### 11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Consultant agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Consultant agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Consultant agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Consultant agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

## 12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the Consultant agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in

part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to

the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered, electronically mailed, or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Department of Real Estate Management  
69 W. Washington St., Floor 10  
Chicago, Illinois 60602  
Attention: Jessica Caffrey

and

Cook County Chief Procurement Officer  
69 W Washington St., Floor 30  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant: CBRE, Inc.  
321 West Drive, Suite 3400  
Chicago, IL 60654  
Attention: Martin Stern

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

**ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

## EXHIBIT 1

### Scope of Work

The Consultant must provide the County of Cook with Real Estate Consultant Services based on the City of Chicago, Illinois Contract No. 76213 for the following Category:

Real Estate Consulting Services - Category 1: Real Estate Appraisal Category 2: Brokerage Services and Category 3: Consulting Services

#### Pricing:

Based on the scope of work description, this contract pricing is estimated at \$140,000.00 per year. However, the department may or may not use the allocated amount as indicated in this contract. Also, the department will request a Task Order Request (TOR) only on an as needed basis.

## EXHIBIT 1: DETAILED SCOPE OF SERVICES

### **CATEGORY 1: APPRAISAL SERVICES**

The Real Estate Appraisal Services Consultant will provide real estate appraisals in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices (“USPAP”) as promulgated by the Appraisal Foundation. The appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the appraiser to prepare an opinion on the value of the property interest under appraisal, and to complete the required report to the full satisfaction of the user department. If applicable, each appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings. The appraiser may be required to give testimony in judicial proceedings, and may be required to act as a review appraiser for specific appraisals.

The following is a general description of the procedures for obtaining Real Estate Appraisal Services. The term “**Appraiser**” means one or more qualified and licensed individual(s) employed by the selected Consultant to perform appraisal services covered under an awarded Task Order based on the Consultant’s proposal in response to a Task Order Request. “**Appraisal Order**” means the Task Order awarded to the Consultant and subsequent Notice to Proceed issued by each respective Department for each property appraisal.

#### **A. General**

1. **Appraisal Services.** Appraisal Services may be ordered by an authorized Using Department at any time during normal business hours. Appraisals must be completed within the time limits specified in the Appraisal Order or otherwise required by the terms of this Agreement.
2. **Appraisal Orders.** An authorized representative of a Using Department will specify whether it will select the Consultant that offers the lowest cost proposal resulting from a competitive bid among all Consultants (or a randomly rotating subgroup of Consultants) or whether it will establish criteria other than, or in addition to, cost. The Using Department will then place an Appraisal Order as otherwise set forth in this Agreement. The Using Department may not request the services of a specific Consultant, but the Using Department may set forth qualifications for a particular Appraisal Order and select the Consultant based on their qualifications.
  - a. The Using Department may request the services of a specific Appraiser in its Appraisal Order. In this case, the Consultant must assure that the appraisal is actually performed by that Appraiser, unless the Department approves substitution of an equally qualified Appraiser.
  - b. If the Appraisal Order does not request that a specific Appraiser perform the services, then the Consultant may assign any appraiser who is appropriately licensed and qualified by the Appraisal Order or this Agreement.
  - c. The Consultant must perform all Services in accordance with the standards of performance set forth in the Agreement.

#### **B. Description of Services**

The Appraiser must appraise all parcels of property in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices (“USPAP”) as promulgated by the Appraisal Foundation. The Appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the Appraiser to prepare an opinion on the value of the property interest under Appraisal, and to complete the required Appraisal Report to the full satisfaction of the Using Department. The Appraiser must inspect each parcel, including all building structures, fixtures, and other improvements to the property. If applicable, each Appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings.

### **C. Testimony in Judicial Proceedings**

An Appraiser may be required to give testimony in Judicial Proceedings. Upon request from an authorized representative of a Using Department, the Consultant agrees that the Appraiser who completed the Appraisal Report will testify as to the value of the property interest appraised in any legislative or judicial proceedings in which such testimony is required. The Appraiser in preparation for deposition or testifying in a judicial proceeding must make available to the City for inspection all documents used in reaching their opinion of value. These documents could include but not be limited to all sales data, land sales research, surveys, maps, plats, models, land plans, artist renderings, architectural drawings, photographs, and other information used in reaching their opinion of value. In addition, if the Appraiser is required to provide copies of the documents in anticipation of deposition or trial they shall be reimbursed the costs for copying the documents at a rate agreed upon set forth in the Agreement.

The Consultant will be compensated for Testimony in Judicial Proceedings in accordance with the hourly rates agreed upon and set forth in the Agreement. These services must include time required for: (a) re-inspection of the property; (b) updating the Appraiser's valuation; (c) participating in pretrial conferences with counsel for the City; (d) verifying comparable sales, locating sales witnesses and supplying information relative to comparable sales; (e) time spent in depositions; (f) testifying in judicial proceedings; and, meetings with counsel in preparation for (e) and (f).

### **D. Cooperation with Review Appraiser**

The City may require that one or more Appraisers act as Review Appraisers for specific appraisals. Upon the issuance of an Appraisal Order by an authorized representative of a Using Department, the Consultant will designate a Review Appraiser. The Review Appraiser will be required to examine all Appraisals performed for a particular parcel to assure that the Appraisals meet applicable appraisal requirements and seek, if necessary, corrections or revisions. Before the City will accept an Appraisal, the Review Appraiser must determine that the Appraiser's documentation, including valuation data and the analyses of that data supports the Appraiser's opinion of value. Appraisers will be required to cooperate with a Review Appraiser in every manner.

### **E. Consultation with the City**

The Consultant must assure that all Appraisers performing services pursuant to this Agreement will be available to consult with City employees about services to be performed by the Appraiser, at mutually convenient times. The Appraiser must initiate consultations whenever the Appraiser is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals to be furnished to the City. The City may also initiate consultations whenever the City is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals. There will be no charge by any party for these consultations.

### **F. Appraisal Reports**

#### **1. Reports in General**

An Appraiser must complete a written report on each parcel, and must supplement this report with any additional narrative required to fully explain and justify the Appraiser's conclusions as to value and all other matters. The Appraiser must submit two hard copies of the Appraisal Report plus an electronic copy (PDF or similar format) for each parcel of property appraised. All Appraisal Reports must be printed on good quality paper and bound. The Appraisal Reports must be suitable for submission as evidence in courts of law. Appraisal Reports must be submitted to the Using Department on the date required in the Appraisal Order, but no later than three weeks after the Using Department issues the Notice to Proceed with the Appraisal Order, unless otherwise agreed to in writing. The date of valuation must be as close as possible to the date of delivery and in no case more than two weeks prior. In issuing Appraisal Orders, Using Departments may require that Appraisal Reports be completed on standard forms approved by the Department or may require that the Appraiser produce a self-contained, summary, or restricted use report. If the Using Department informs the Appraiser in the Appraisal Order that the funds to be used are City funds, State of Illinois funds or Federal funds, then the Appraisal Report must conform to current regulations established by the City, the State of Illinois, the standards of the Appraisal Institute, or any applicable Federal funding agency, as necessary and as may be directed by the Using Department.

## 2. General Requirements for Appraisal Reports

Unless otherwise directed in an Appraisal Order, the Appraiser must provide the following information as part of each Appraisal Report:

- a. A summary entitled "Appraisal Report for City of Chicago and (the Name of the Requesting Agency)" which should include the following:
  - i. the City project name and number, if applicable;
  - ii. the Date of the Appraisal Report, date of valuation and permanent index number (PIN);
  - iii. the parcel number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s) including names of all tenants and parties in possession;
  - iv. the Date(s) of the Appraiser's inspection of the property with the owner(s) or the owner's designated representative, including the name of each owner or owner's representative who accompanied the Appraiser during his/her inspection, along with a statement of the interest in the property or the representative capacity held by each such person;
  - v. the Appraiser's opinion of the fair market value of the parcel and/or the fair rental value or other property interest as identified;
  - vi. the limiting conditions of the appraisal, which may include assumptions (i) that the title is good and marketable, (ii) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (iii) that the legal description of the property and the interest in the property to be appraised, furnished to the Appraiser by the City is correct; and that no survey of the property has been made, if applicable. Any other appropriate assumption or limiting condition may be added **only** if it has been specifically approved in writing by the City;
  - vii. certifications of the employee of the Appraiser performing the Appraisal, (1) that the employee personally made a thorough inspection of the property (2) that, to the best of such employee's knowledge and belief, everything contained in the report is true, and no relevant and important fact has been omitted, (3) that neither the employee's employment nor compensation is contingent on the valuation reported, and, (4) that such employee has no past, present or prospective interest (including as a real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the employee's performance of the Appraisal Services in an impartial manner; and
  - viii. the signature of the Appraiser and statement of all pertinent license numbers, including State of Illinois license number and MAI designation number, if applicable.
- b. The name, telephone number and address of the property owner, and the name of any other party known or believed to hold a separate compensable interest in the property. The Appraiser must, to the extent practicable, ascertain the names and rights of all parties in possession, and the terms or conditions of their tenancy or possession, and note for consideration all factual information and comments furnished by the owner or their representative relevant to the appraisal. The Appraiser must give the owner or their designated representative an opportunity to accompany the Appraiser during the inspection. If the owner of a compensable interest in the property or a representative of the owner does not accompany the Appraiser during the inspection, the Appraiser must include in the Appraisal Report a copy of the notification to the owner of the opportunity to accompany the Appraiser, and evidence of the owner's receipt of such notification, or a statement that the owner could not be located despite diligent effort.
- c. Off-record title information, if ascertained, concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession.
- d. The street address and an accurate description of each parcel and all interests in the parcel appraised. In addition, the Appraisal Report should contain all basic property data, including pertinent information with respect to, but not limited to: (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes affecting the

available use or occupancy of the land, (3) the assessed value of the real property, the amount of current annual real estate taxes, and the name of taxpayer (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) any special hazards or deleterious conditions upon the property, if known or observed, including environmental hazards, (8) the current rental and rental history of the property, if known, (9) the estimated annual costs of ownership and for operation and maintenance of the property, if applicable, and (10) a description of the buildings, structures (including outdoor advertising signs), type of business, tenants, and other improvements, if any, including relevant information about the type of improvements, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility or obsolescence and any other characteristics or attributes of the improvements germane to the value of the real property.

- e. The Appraisal Report must contain the legal description of the parcel and a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way must be attached to and made a part of each report. The Appraisal Report must also include a tax plat, neighborhood map or aerial, and photographs, each clearly identified, as may be appropriate to be furnished to the City, in the sole discretion of the Using Department.
- f. The Appraisal Report should report any condition or occupancy of the property that the Appraiser believes may be a violation of law, or that may affect the value of the property; however, Appraiser is not required to undertake any environment assessment or testing.
- g. The Appraiser's opinion about the highest and best use of the property. The highest and best use determination must be based on the property's economic potential, qualitative values (social and environmental) inherent in the property itself, and other utilization factors controlling or directly affecting land use, (i.e., zoning, physical characteristics, private and public uses in the vicinity or neighboring improvements). Projections should not be remote, speculative, or conjectural. Projections should be consistent with the legal standards set forth by the Illinois courts, and federal regulations if the source of funding is federal. If the highest and best use of the property is other than as developed, then the Appraiser will be required to contact and inform the City of this conclusion prior to completion of an Appraisal Report. The Appraiser should be prepared to demonstrate expertise in support of any projections made for the property that defines a "highest and best use" that is other than the current use of the property. Appraiser will not assume a change in zoning in forming such opinion without the approval of the Corporation Counsel's Office.
- h. The Appraiser's opinion about the fair market value of the property and/or the fair rental value. The Appraisal Report must state the basis for the opinion of value, and all data and analyses needed to explain and support the opinion. The fair market value and/or the fair rental value is deemed to be the probable price, in terms of money, that the property would bring in an open and competitive market under all the conditions requisite to a fair sale or rental, all parties acting prudently, knowledgeably, and with the assumption that neither party is under duress. The supporting data and analyses furnished in the appraisal report should include, but not be limited to the following:
  - i. Any sale of the subject property that has occurred within the last five years, or any comparable rental that has occurred within the last six months, and sales and/or the fair rentals of comparable properties considered by the Appraiser;
  - ii. Information about sales or other dispositions of comparable properties considered by the Appraiser in estimating the fair market value and/or the fair rental value of the property for the designated use. In making these comparisons, appropriate allowance should be made for all differences pertinent to the desirability for the proposed new use or uses of the property and the properties with which it is compared. Information about comparable properties must include identification of the grantor and grantee.

These comparisons should also take into account other factors such as the existence or absence of structural improvements on the property, location of the property, its surroundings, distance from business centers, location of improved streets and roads, location of industries, conditions and appearance, and other relevant factors. The income producing potentialities of the property when redeveloped for a proposed new use or other uses should also be considered where applicable;

- iii. All other information and analyses that the Appraiser considers relevant to the fair market value of the property;
- iv. If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the ownership in the property, the Appraisal Report must contain the Appraiser's opinion of the market value for the part taken and any damages to the remainder as a result of this taking. The foregoing opinions must be supported in the report by the data and analyses by which the Appraiser formed these opinions;
- v. All maps, plats, photographs, or other exhibits, as necessary to explain or illustrate the Appraiser's analyses. For all self-contained and summary reports, Appraisers must supply photographs of the subject property and all comparable properties used in the analysis, and supply a map indicating the relation of subject property to the comparable properties. Appraisers must also supply tables that summarize the pertinent characteristics, in description and of the transaction, of the comparable properties. The report must include identification of the grantor and grantee of each comparable transaction. Originals of these materials will be required on all copies of each Appraisal Report.
- vi. The Appraisal Report must include a list of all items of personal property considered to be part of the real property ("irremovable equipment").
- vii. A summary of special assessments for public improvements, if any, and a statement of the real estate taxes for the current year, if such can be ascertained.

### **3. Appraisal for a portion of a Parcel**

Where the property sought to be acquired constitutes only a portion of a parcel, the Appraiser must generate an Appraisal Report in accordance with all requirements set forth above. In addition, the Appraiser must include in the Appraisal Report: (1) an opinion as to the fair cash market value of the whole; (2) the fair cash market value of the part taken and the fair cash market value of the part not taken (and any damages which may accrue to the portion not sought to be acquired); (3) the special benefits accruing to the part not taken, if any; and (4) the Appraisal Report must fully explain and justify the reasons for such allocation of value and conclusions.

Appraisers must retain all field notes, which may be needed to support the valuation and appraisal findings in the event that Appraiser is called upon to testify in any judicial proceeding. Appraisers must be available to answer questions or otherwise explain the bases of valuations, opinions or conclusions to City employees.

### **4. Supplements or Corrections**

If an Appraiser must modify or supplement an Appraisal Report for any reason, this modification must be made, and a revised Appraisal Report completed within two weeks without additional cost to the City, if (1) applicable appraisal principles require the modification or supplement of the appraisal, (2) material omissions, inaccuracies, or defects in the appraisal are discovered, or (3) if there is significant delay between the date of the valuation and the date of the acquisition of any parcel or if the property has been materially altered since the appraisal, a revised opinion of the value of the property may be requested by the City, if a supplementary report is required.

### **5. Specific Appraisal Services and Appraisal Report Requirements**

In addition to the general requirements for Appraisal Services as specified above, Appraisers must provide the following documentation or services for each category of Appraisal Services:

**a. Acquisition Appraisals**

Appraisal Reports for acquisition appraisals of improved properties must include express summaries of calculations for the three basic approaches to value, namely: (a) market; (b) income; and (c) cost approach. If it is not appropriate to provide all three calculations, then the appraiser must provide an explanation of why such calculation is not necessary.

**b. RE-USE Appraisal**

- i. The Appraiser must consult and advise the Using Department about the functions performed and to be performed under this Agreement, and the real estate aspects of the Using Department's plans and programs that are related to reports prepared and to be prepared by the Appraiser.
- ii. The Appraiser must appraise the property for such particular re-use as may be specified by the City.
- ii. The Appraiser must make all necessary or appropriate inspections, investigations, and studies to enable the Appraiser to perform properly the functions to be performed by the Appraiser under the Agreement.
- iv. The Appraiser must also prepare and deliver to the Using Department, within 45 calendar days after assignment of the parcel(s), or within the time specified in an Appraisal Order, an Appraisal Report containing:
  - a. The Appraiser's estimates of the fair market re-use value of the property for the use specified by the Department;
  - b. A discussion of the principal factors influencing the marketability and value of the property in the immediate area, including consideration of such matters as the activity of local real estate market during the past five years for properties comparable to the property appraised, the current demand for such properties and the extent of the competitive properties presently available to meet the current and future demand anticipated in a reasonable length of time, the environment of the area, and proposed improvements to be installed by the Using Department of which the Appraiser has been advised by the Using Department;
  - c. Other information and analyses considered by the Appraiser or the Using Department to be relevant to the marketability or the valuation of the appraised property. For instance, vacant properties that are located in inactive real estate markets where the comparable sales information is insufficient from which to derive a reliable indication of value, the Appraiser should consider supporting the estimate of value by use of the land residual technique.

**6. Lease Appraisal**

The Appraiser may be requested to prepare an Appraisal Report designed to determine the fair market rental value of property the City is considering leasing. Fair Market Rental Value is defined as: "The rental income that a property would most likely command on the open market as indicated by current rentals being paid for comparable space (as of the effective date of the appraisal)." The term is often synonymous with "economic rent." Fair market rental value should be based upon specified comparable rental properties.

**7. Appraisal Requirements for Vacations of Public Ways**

The Appraiser may be requested to determine the amount of money that represents the benefit that will accrue to the owners of the reversionary interest in the public way being vacated. In making this determination, the Appraiser must ascertain and compare the value of the subject property before the vacation to the value of the subject property after the vacation. All opinions of value must be supported by relevant comparable sales data. The appraisal report must state what value, if any, is

attributed to the assemblage of any parcels which are affected by the vacation and include a statement of the Appraiser's opinion of highest and best use.

In determining the fair market value of the parcel appraised after the vacation of the public way, the Appraiser must consider any reservations of easements or dedications of property for public use as contained in the vacation ordinance or other documentation as instructed by the Corporation Counsel.

The Appraiser must be available to consult with the Corporation Counsel upon request and must furnish information and materials reasonably required to support or explain the Appraisal.

#### **8. Appraisals for Irremovable Equipment or Removable Fixtures**

If machinery, equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitutes part of real property, the Appraiser may be requested to appraise fixtures and irremovable equipment. If there is more than one owner for each item, a separate schedule must be furnished for each owner. The information and conclusions being furnished on each item include:

- a. Descriptions of the items, including as appropriate: the manufacturer, model and serial numbers, size or capacity, age and condition, and degree of obsolescence of the item. Accessories and spare parts, special foundations and power wiring, and process piping generally should be listed separately, following the listing of the item(s) to which they apply;
- b. Estimates of the replacement cost installed for each item as listed and identified (excluding any elements listed separately). The Appraiser should separately identify the basis of estimated replacement cost (new or used);
- c. Conclusions as to the value added to the fair market value of the real property as a whole by the presence of the item(s);
- d. An estimate of the fair market value of the item if removed from the property at the purchaser's expense. This value must be considered the probable selling price of the item if the item were offered for sale for removal from the property by a third party, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which such item is adaptable, including salvage.

#### **9. Easement Appraisals**

If easements or other separate interests exist or are intended by the Using Department on a parcel of real property, and the division of ownership is not of such a character as to destroy the practical unity of the property, the Appraiser must determine the fair market value of the property to each interest held separately. The Appraisal Report must contain the data, analyses and reasoning by which the Appraiser made such determination.

#### **10. Grants of Privilege Appraisals**

The Appraiser may be requested to determine the per square foot fair market value of uses in, over and under the public way that are granted by the Using Department for permanent structures such as balconies, fences, generators, loading docks, conduit, irrigation systems, underground vaults, and temporary structures such as, but not limited to, windscreens, benches, kiosks, booths, that may be removed and the public way can be restored easily.

### **CATEGORY 2: BROKERAGE SERVICES**

The Real Estate Brokerage Consultant must act as broker in a variety of transactions including, but not limited to: the sale of City property or acquisition of property on behalf of the City; leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

The following is a general description of the procedures for obtaining Brokerage Services. The term **“Broker”** means one or more qualified and licensed individual(s) employed by the selected Consultant to perform Brokerage Services covered under an awarded Task Order based on the Consultant’s proposal in response to a Task Order Request.

The Consultant must act as Broker in a variety of transactions including, but not limited to: transactions involving identification, leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

Consultant must assist the City in the negotiation of cost-effective and/or revenue producing leases that satisfy the property requirements while conforming to the City’s policies and procedures. Services to be provided may include, but are not limited to, the following subcategories:

**A. Leasing** - Consultant must perform the following tasks:

1. Assist the City in identifying tenants for vacant space in City owned properties or lease opportunities within the Chicago market to meet space requirements for specific City of Chicago departmental requests on a project specific basis.
2. Assist the City in negotiating competitive leases, terms for new leases, renewals or amended lease terms where the City is the lessor or the lessee.
3. Assist the City with preparation of lease documents.
4. Assist with the representation of the City in the lease-execution process.
5. Prepare lease term executive summaries and presentations to the City of Chicago Space Planning Committee (SPC) as well as to the Committee on Housing and Real Estate (CHRE) or other City Departments.
6. Make presentations to the SPC and CHRE.
7. Assist in the coordination of legal and appraisal work.

**B. Acquisitions** - Consultant must perform the following tasks:

1. Assist the City in identifying purchase opportunities within the Chicago market to meet space requirements for specific City of Chicago departmental requests on a project specific basis.
2. Assist the City in negotiating competitive purchase terms for property acquisitions.
3. Represent the City in purchase negotiations and closing processes.
4. Prepare executive summaries and presentations to the SPC and CHRE or other City Departments.
5. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
6. Coordinate with the City and the City’s Law Department legal, appraisal, survey and title work, including assisting the City in the preparation of draft ordinance packages as required for purchase transactions.

**C. Dispositions** - Consultant must perform the following tasks:

1. Assist the City in creating optimal disposition strategies for select City properties to ensure greatest market and optimum return.
2. Assist the City in advertising the sale of select City properties.
3. Evaluate offers received and prepare narrative analysis of each offer.
4. Provide economic analysis of all offers and prepare report of such analysis.
5. Recommend the best possible offer, providing backup as necessary to substantiate.
6. Prepare executive summaries and presentations for the City.
7. Make presentations to the City and provide support services to the City in connection with presentations made to the SPC, as well as to the CHRE.
8. Coordinate legal, appraisal, survey and title work including the City in preparation of draft ordinance packages as required for transactions involving disposition of properties.

**D. General Tasks-** In addition to the above, Consultant must perform the following tasks:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
2. Assist in making presentations to various City department and committees, real estate industry functions and community organizations.
3. Provide monthly reports on the status of its assignments, including project time lines and action plans.

**CATEGORY 3: CONSULTING SERVICES**

The Real Estate Consulting Service Consultant must provide various real estate consulting services to supplement the City's internal resources and assist the City in making optimum real estate decisions based on current and anticipated future market conditions.

Services to be provided may include, but are not limited to, the following subcategories:

**A. Portfolio Management** - Consultant must perform the following tasks:

1. For each property under management, make recommendations for alternatives to consider upon lease renewals, tracking overall lease renewal time lines and notifying the City in advance of such alternatives for consideration.
2. Analyze benchmark and supply market data to support real estate transactions proposed by either the City or the real estate advisor.
3. If requested, identify areas of inappropriate space utilization within current City inventory of space and make recommendations for the reduction of leased space, increase of leased space, reduction of City-owned space, or increase of City-owned space, as found necessary.
4. If requested, evaluate lease versus purchase options for select properties.

**B. Site Review** - Consultant must perform the following tasks:

1. Assist the City in reviewing potential site alternatives for given property assignments, for both lease and purchase options.
2. Evaluate site alternatives and prepare a narrative analysis of each offer.
3. Provide an economic analysis of all alternatives and prepare a report of such analysis.
4. Recommend the best possible alternative, providing backup as necessary to substantiate.
5. Prepare executive summaries and Presentations the SPC and CHRE or other City Departments.
6. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
7. Assist in the coordination of legal, appraisal, survey and title work.

**C. Marketing** - Consultant must perform the following tasks:

1. Write copy for, plan and implement, as required, all advertising for solicitation to sell, lease or purchase real estate on behalf of the City.
2. Plan and implement a targeted public relations campaign for specific property transactions as well as for communication of City real estate initiatives.
3. Create concept papers for communication of City real estate transactions, programs and initiatives within City Departments and to appropriate approval authorities.
4. Assist the City in assembling documentation required to pursue opportunities in industry trade events and for award recognition.

**D. Community Outreach** - Consultant must perform the following tasks:

1. Assist the City in organizing meetings throughout the City to share City acquisition strategies with residents of affected neighborhoods.
2. In conjunction with the Department of Housing or other City Departments, meet with residents affected by relocation to explain the relocation plan and ensuing management of the property prior to relocation.
3. Assist the City in resolving potential conflicts as a result of the City obtaining title to and managing given properties.
4. Assist in identifying and soliciting MBE/WBE/DBE firms available to provide services as required by this RFQ.
5. Prepare reports identifying utilization of MBE/WBE/DBE firms in services provided in response

to the RFQ on a quarterly basis.

**E. Auditing** - Consultant must perform the following tasks:

1. Utilizing in-house resources or outside accounting services, assist the City in auditing payments by the City for rent, operating, tax, build-out and other expenses as needed.
2. As needed, compare actual expenses on real estate transactions and required expenses per executed lease, determining any discrepancies.

**F. General Tasks** - In addition to the above, Consultant must perform the following tasks:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
2. Assist in making presentations to various City department and committees, real estate industry functions and community organizations.
3. Provide monthly reports on the status of its assignments, including project time lines and action plans. Provide general consulting.

EXHIBIT 2

Schedule of Compensation

**EXHIBIT 2: COMPENSATION SCHEDULE**

**Time and Material Only**

The Subcontractor named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**SUBCONTRACTOR NAME:** CBRE, Inc.

**CATEGORY:** 1. Appraisal Services

Key Personnel (Title)	Maximum Fully-Loaded Hourly Rates 2018*	Maximum Fully-Loaded Hourly Rates 2019*	Maximum Fully-Loaded Hourly Rates 2020*	Maximum Fully-Loaded Hourly Rates 2021*	Maximum Fully-Loaded Hourly Rates 2022*	Maximum Fully-Loaded Hourly Rates (Option Year) 2023*	Maximum Fully-Loaded Hourly Rates (Option Year) 2024*
Senior Managing Director	\$450.00	\$463.50	\$477.41	\$491.73	\$506.48	\$521.67	\$537.32
Executive Vice President	\$400.00	\$412.00	\$424.36	\$437.09	\$450.20	\$463.71	\$477.62
Managing Director	\$400.00	\$412.00	\$424.36	\$437.09	\$450.20	\$463.71	\$477.62
Senior Vice President	\$350.00	\$360.50	\$371.32	\$382.45	\$393.93	\$405.75	\$417.92
Director	\$300.00	\$309.00	\$318.27	\$327.82	\$337.65	\$347.78	\$358.22
Vice President	\$300.00	\$309.00	\$318.27	\$327.82	\$337.65	\$347.78	\$358.22
Senior Appraiser	\$275.00	\$283.25	\$291.75	\$300.50	\$309.51	\$318.80	\$328.36
Appraiser	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38	\$289.82	\$298.51
Valuation Associate	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24	\$260.84	\$268.66
Client Services Coordinator/Specialist	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41

\*Fully Loaded Hourly Rates include but are not necessarily limited to: labor, overhead and payroll burden.

**EXHIBIT 2: COMPENSATION SCHEDULE**

**Time and Material Only**

The Subcontractor named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**SUBCONTRACTOR NAME:** CBRE, Inc.  
**CATEGORY:** 2. Brokerage Services

Key Personnel (Title)	Maximum Fully-Loaded Hourly Rates 2018*	Maximum Fully-Loaded Hourly Rates 2019*	Maximum Fully-Loaded Hourly Rates 2020*	Maximum Fully-Loaded Hourly Rates 2021*	Maximum Fully-Loaded Hourly Rates 2022*	Maximum Fully-Loaded Hourly Rates (Option Year) 2023*	Maximum Fully-Loaded Hourly Rates (Option Year) 2024*
Chairman / Vice Chairman	\$550.00	\$566.50	\$583.50	\$601.00	\$619.03	\$637.60	\$656.73
Senior Managing Director	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Executive Vice President	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Managing Director	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Vice President	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Director	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
First Vice President	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
Director	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Vice President	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Senior Associate	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38	\$289.82	\$298.51
Associate	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24	\$260.84	\$268.66
Client Services Coordinator/Specialist	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41

\*Fully Loaded Hourly Rates include but are not necessarily limited to: labor, overhead and payroll burden.

**EXHIBIT 2: COMPENSATION SCHEDULE**

**Time and Material Only**

The Subcontractor named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**SUBCONTRACTOR NAME:** CBRE, Inc.

**CATEGORY:** 3. Consulting Services

Key Personnel (Title)	Maximum Fully-Loaded Hourly Rates 2018*	Maximum Fully-Loaded Hourly Rates 2019*	Maximum Fully-Loaded Hourly Rates 2020*	Maximum Fully-Loaded Hourly Rates 2021*	Maximum Fully-Loaded Hourly Rates 2022*	Maximum Fully-Loaded Hourly Rates (Option Year) 2023*	Maximum Fully-Loaded Hourly Rates (Option Year) 2024*
Chairman / Vice Chairman	\$550.00	\$566.50	\$583.50	\$601.00	\$619.03	\$637.60	\$656.73
Senior Managing Director	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Executive Vice President	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Managing Director	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Vice President	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Director	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
First Vice President	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
Director	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Vice President	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Senior Associate	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38	\$289.82	\$298.51
Associate	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24	\$260.84	\$268.66
Client Services Coordinator/Specialist	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41

**\*Fully Loaded Hourly Rates include but are not necessarily limited to: labor, overhead and payroll burden.**

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment



**Nicole Mandeville**

DIRECTOR

69 W. Washington Street, George W. Dunne Cook County Building, Suite 3000 • Chicago, Illinois 60602 • (312) 603-5502

July 18, 2022

Mr. Raffi Sarrafian  
Chief Procurement Officer  
69 W. Washington Street  
County Building-Room 3000  
Chicago, IL 60602

Re: Contract No. 2223-01265B  
Real Estate Consulting Services  
Department of Real Estate Management

Dear Mr. Raffi Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

**Bidder:** CBRE, Inc.  
**Contract Value:** \$140,000.00  
**Contract Goal:** 25% MBE/WBE Overall

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Ware Realty Group.	MBE (6)	City of Chicago	25%
<b>Total</b>			<b>25%</b>

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Aleatha Easley  
Contract Compliance Officer

cc: Lillian Lee, OCPO  
Elizabeth Strand, Department of Real Estate Management

**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

EXHIBIT 4

Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/7/2022

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

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

<b>PRODUCER</b> Aon Risk Services of the Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No. Ext):</b> (866) 283-7122	<b>PHONE (A/C, NO.):</b> (800) 363-0105
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURED</b> CBRE Group, Inc., and Subsidiaries 2100 McKinney Avenue Suite 1250 Dallas, TX 75201 USA	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A:	Zurich American Insurance Company
	INSURER B:	ACE Property & Casualty Insurance Co.
	INSURER C:	American Zurich Insurance Company
	INSURER D:	Factory Mutual Insurance Company
	INSURER E:	
		<b>NAIC #</b>
		16535 20699 40142 21482
INSURER F:		

### COVERAGES

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GLO838419920	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$5,000,000 \$50,000 \$10,000 \$5,000,000 \$5,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____			BAP 8384200 20	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$5,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			G27952501007	3/1/2022	3/1/2023	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$5,000,000
A C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC914176316 WC838419523	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH - ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
D	BUSINESS PERSONAL PROP & TENANT IMPROVEMENTS			1094520	3/1/2022	3/1/2023	All Risk Form, \$10,000 Deductible, Replacement Cost	\$1,000,000

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

Certificate Holder is an Additional Insured on the Commercial General Liability policy when agreed to in a written agreement with the Insured.

### CERTIFICATE HOLDER

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast Inc.*



EXHIBIT 5 Board

Authorization

N/A

EXHIBIT 6

Identification of Subcontractors/Suppliers/Subconsultants

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input checked="" type="checkbox"/>	Disqualification
<input type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2223-01265B	Date: June 28, 2022
Total Bid or Proposal Amount: \$TBD	Contract Title: REFERENCE AGREEMENT FOR PROFESSIONAL
Contractor: CBRE Group, Inc	Subcontractor/Supplier/ Subconsultant to be added or substitute: TBD
Authorized Contact for Contractor: Kevin Collins	Authorized Contact for Subcontractor/Supplier/ TBD Subconsultant:
Email Address (Contractor): kevin.collins@cbre.com	Email Address (Subcontractor): TBD
Company Address (Contractor): 321 N Clark St Suite 3400	Company Address (Subcontractor): TBD
City, State and Zip (Contractor): Chicago, IL 60607	City, State and Zip (Subcontractor): TBD
Telephone and Fax (Contractor): 312 935 1033	Telephone and Fax (Subcontractor): TBD
Estimated Start and Completion Dates (Contractor): TBD	Estimated Start and Completion Dates (Subcontractor): TBD

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Real estate services	\$TBD

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

CBRE Group, Inc


Contractor

Kevin Collins

Name

Sr Managing Director

Title



Prime Contractor Signature

6/28/22

Date

Contract No. 2223-01265B  
Real Estate Consulting Services

EXHIBIT 7

Electronic Payables Program (“E-Payables”)

Contract No. 2223-01265B  
Real Estate Consulting Services

Exhibit 8

Economic Disclosure Statement

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby* or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**

**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?  
Yes:  No:

b) If yes, list business addresses within Cook County:  
321 N Clark St  
Suite 3400  
Chicago, IL 60607

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?  
Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A  
\_\_\_\_\_  
\_\_\_\_\_

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

**OR:**

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name CBRE Group, Inc

D/B/A: \_\_\_\_\_ FEIN # Only: 95-2743174

Street Address: 321 N Clark St, Suite 3400

City: Chicago State: IL Zip Code: 60607

Phone No.: 312-935-1400 Fax Number: 312-935-1880 Email: kevin.collins@cbre.com

Cook County Business Registration Number: 2368357-20210916  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
CBRE Group, Inc.	2100 McKinney Ave Dallas, TX 75201	100%	Parent

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

The requested information is contained in CBRE's required public filing:  
<https://ir.cbre.com/financials/annual-reports/default.aspx>

**Declaration (check the applicable box):**

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Kevin Collins  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

kevin.collins@cbre.com  
E-mail address

Senior Managing Director  
Title

6/28/22  
Date

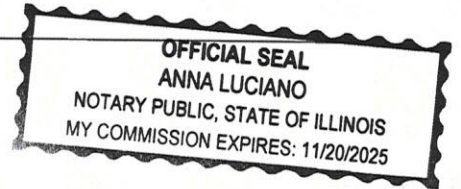
312-935-1033  
Phone Number

Subscribed to and sworn before me  
this 29 day of June, 2022

My commission expires: 11-20-2025

X Anna Luciano  
Notary Public Signature

Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

---

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: CBRE, Inc

Address of Person Doing Business with the County: 321 N Clark St Suite 3400 Chicago, IL 60607

Phone number of Person Doing Business with the County: 312-935-1400

Email address of Person Doing Business with the County: kevin.collins@cbre.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Kevin Collins - Senior Managing Director

312 935 1033 kevin.collins@cbre.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2223-01265

The aggregate dollar value of the business you are doing or seeking to do with the County: \$TBD

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Lillian Lee; lillian.lee@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Elizabeth Strand; Bureau of Asset Management| Department of Real Estate Management

Elizabeth.strand@cookcountyil.gov

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County **is an individual and there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

*If more space is needed, attach an additional sheet following the above format.*

- The Person Doing Business with the County **is a business entity and there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
\_\_\_\_\_  
Signature of Recipient

6/28/22  
\_\_\_\_\_  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.


All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 2223-01265  
County Using Agency (requesting Procurement): Cook

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): CBRE Group, Inc  
Substantial Owner Complete Name: \_\_\_\_\_  
FEIN# 95-2743174

 E-mail address: \_\_\_\_\_

Street Address: 321 N Clark St Suite 3400  
City: Chicago State: IL Zip: 60654



**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*
- No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*
- No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*
- No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*
- No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*
- No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

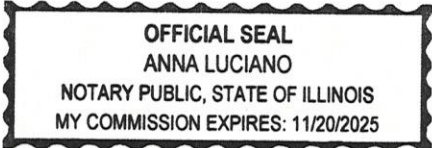
Signature: [Handwritten Signature] Date: 6/28/22  
 Name of Person signing (Print): Kevin Collins Title: Senior Managing Director

Subscribed and sworn to before me this 29 day of June, 20 22

X Anna Luciano  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

CBRE Group, Inc.

Corporation's Name

312-935-1400

Telephone

Secretary Signature

Kevin Collins *[Signature]*

President's Printed Name and Signature

kevin.collins@cbre.com

Email

6/28/22

Date

Execution by LLC

LLC Name

Date

\*Member/Manager Printed Name and Signature

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

Date

\*Partner/Joint Venturer Printed Name and Signature

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Date

Assumed Name (if applicable)

Telephone and Email

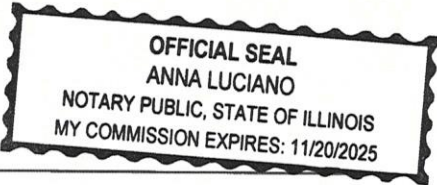
Subscribed and sworn to before me this 29<sup>th</sup> day of June, 2022

Anna Luciano

Notary Public Signature

My commission expires: 11-20-2025

Notary Seal



\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Raffi  
Sarrafian

Digitally signed by Raffi Sarrafian  
Date: 2022.09.02 14:32:23 -05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

N/A

Assistant State's Attorney  
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2223-01265 B

Contract #

8/31/2022 thru 7/31/2023 with Two (2), One Year Renewal Option.

Original Contract Term

Renewal Options (If Applicable)

\$140,000.00

Contract Amount

N/A

Cook County Board Approval Date (If Applicable)

## Contract Summary Sheet

**Contract (PO) Number:** 76213

**Specification Number:** 245659

**Name of Contractor:** CBRE INC.

**City Department:** DEPT OF PLANNING & DEVELOPMENT

**Title of Contract:** NON-TARGET MARKET MASTER TASK ORDER CONTRACT; REAL ESTATE SERVICES FOR VARIOUS SCOPE CATEGORIES: CATEGORY 1: APPRAISAL, CATEGORY 2: BROKERAGE, CATEGORY 3:CONSULTING

**Term of Contract: Start Date: 8/1/2018**

**End Date: 7/31/2023**

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**

\$2,300,000.00

**Brief Description of Work:** NON-TARGET MARKET MASTER TASK ORDER CONTRACT; REAL ESTATE SERVICES FOR VARIOUS SCOPE CATEGORIES: CATEGORY 1: APPRAISAL, CATEGORY 2: BROKERAGE, CATEGORY 3:CONSULTING

**Procurement Services Contract Area:** PRO SERV CONSULTING \$250,000orABOVE

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number: 55919024**

**Submission Date: 8/1/2018**

JR

Specification. No.: 245659

Contract (P.O.) No.: 76213

Vendor No.: 55919024

*City-Funded*

*Task Order*

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO  
DEPARTMENT OF PLANNING AND DEVELOPMENT**

**AND**

**CBRE, INC.**



**MASTER TASK ORDER CONTRACT**

**NON-TARGET MARKET REAL ESTATE APPRAISAL, BROKERAGE AND CONSULTING SERVICES:**

**CATEGORY 1.) REAL ESTATE APPRAISAL**

**CATEGORY 2.) REAL ESTATE BROKERAGE**

**CATEGORY 3.) REAL ESTATE CONSULTING**

**RAHM EMANUEL**

**MAYOR**

**JAMIE L. RHEE**

**CHIEF PROCUREMENT OFFICER**

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## **ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the   1st   day of   August  , 2018 ("Effective Date") by and between CBRE, INC., a Delaware corporation ("Consultant"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Planning and Development ("Department"), at Chicago, Illinois.

The City requires real estate consulting services in the areas(s) of: **CATEGORY 1.) REAL ESTATE APPRAISAL, CATEGORY 2.) REAL ESTATE BROKERAGE, AND CATEGORY 3.) REAL ESTATE CONSULTING.**

The City evaluated the Consultant's response to the Request for Qualifications (RFQ) and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete the Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Consultant Agree as Follows:

## **ARTICLE 2. INCORPORATION OF EXHIBITS:**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1: Detailed Scope of Services
  - Attachment A: Key Personnel
- Exhibit 2: Compensation Schedule
- Exhibit 3: Insurance Certificate of Coverage
- Exhibit 4: MBE/WBE Compliance Plan
  - Schedule B (if applicable)
  - Schedule C-3 for MBE/WBE Task Order Contracts
  - Schedule D-3 for MBE/WBE Task Order Contracts
- Exhibit 5: Economic Disclosure Statement Certificate of Filing
- Exhibit 6: State of Illinois Drug Free Workplace Certification for Consultant and Subcontractors
- Exhibit 7: Local and Other Preferences, Adjustments to the Task Order Evaluation Score
- Exhibit 8: Contractual Requirements Related to HIPAA
- Exhibit 9: Data Protection Requirements for Consultants, Vendors, and Third-Parties

## ARTICLE 3. STANDARD TERMS AND CONDITIONS

### 3.1. General Provisions

#### 3.1.1. Definitions

**"Addendum"** is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

**"Airports"** means Chicago O'Hare International Airport and Chicago Midway International Airport.

**"Airside"** means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

**"Attachments"** are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

**"Bid"** refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

**"Bidder"** is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Consultant shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Consultant.

**"Bid Opening Date"** is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**"Bid Documents"** means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

**"Business Day"** means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

**"Calendar Day"** means all calendar days in accordance with the world-wide accepted calendar.

**"Chief Procurement Officer"** abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

**"City"** means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

**"Commissioner"** means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

**"Contact Person"** means the Consultant's management level personnel who will work as liaison between the City and the Consultant and be available to respond to any problems that may arise in connection with Consultant's performance under the Contract.

**"Contract"** means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**"Consultant"** means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder, Proposer or Contractor in the Contract Documents is understood to apply to the Consultant.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Consultant and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

**"Services"** refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Consultant provides in performance of its obligations under this Contract.

**"Specification"** means the Bid Documents, including but not limited to the Detailed Specifications.

**"Subcontractor"** means any person or entity with whom the Consultant contracts to provide any part of the goods, services or work to be provided by Consultant under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Consultant.

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

The order of precedence of the component contract parts will be as follows:

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

#### **3.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character

which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Consultant unless the provision expressly states that the City will be responsible for the action.

**3.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

**3.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

**3.1.3. Subcontracting and Assignment**

**3.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Consultant may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Consultant from its obligations, or change the terms of the Contract. The Consultant must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

**3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Consultant from its obligations, or change the terms of the Contract. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. The Consultant must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Consultant must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

The Consultant will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Consultant will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Consultant must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

**3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Consultant may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

**3.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Consultant.

**3.1.3.5. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

**3.1.4. Contract Governance**

**3.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Consultant hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Consultant irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

**3.1.4.2. Consent to Service of Process**

The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. The Consultant designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Consultant to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Consultant in the courts of any other jurisdiction.

**3.1.4.3. Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Consultant further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may

arise because of inconvenience, delay, or loss experienced by the contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Consultant shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Consultant must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

**3.1.4.4. No Third Party Beneficiaries**

The Parties agree that this Contract is solely for the benefit of the Parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

**3.1.4.5. Independent Contractor**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the Parties are only those set forth in this Contract. Consultant must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Consultant is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Consultant performing the Services required under this Contract.

Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

**3.1.4.6. Authority**

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Consultant must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

**3.1.4.7. Joint and Several Liability**

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

**3.1.4.8. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Consultant, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

**3.1.4.9. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Consultant's performance in any respect or waives a requirement or condition to either the City's or the Consultant's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

**3.1.4.10. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Consultant of that occurrence and this Contract shall 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 Contract are exhausted.

No payments will be made to the Consultant under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**3.1.4.11. Participation by Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Consultant to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**3.1.5. Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Contract, Consultant must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

### **3.1.6. Indemnity**

Consultant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Consultant's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Consultant's covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Consultant or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Consultant to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Consultant, its employees, agents and subcontractors.

The Consultant will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Consultant may receive of any claims, actions, or suits as may be given or filed in connection with the Consultant's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Consultant shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Consultant even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Consultant to provide the City with a separate defense of any such suit.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Consultant's liability with respect to a claim by any employee of

Consultant arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Consultant's performance of work or services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Consultant's duties under this Contract, including the insurance requirements set forth in the Contract.

### **3.1.7. Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

## **3.2. Compensation Provisions**

### **3.2.1. Ordering, Invoices, and Payment**

#### **3.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Consultant to be applied against the Contract. The Contactor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Consultant without a Purchase Order is made at the Consultant's risk. Consequently, in the event such Purchase Order is not provided by the City, the Consultant releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

#### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Consultant to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Consultant has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

#### **3.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Consultant may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Consultant, and Consultant agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf)

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Consultant.

#### **3.2.1.4. Electronic Ordering and Invoices**

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

#### **3.2.1.5. City Right to Offset**

The City may offset against any invoice from Consultant any costs incurred by the City as a result of event of default by Consultant under this Contract or otherwise resulting from Consultant's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Consultant or overpayments made by the City. If the amount offset is insufficient to cover those costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

#### **3.2.1.6. Records**

Upon request the Consultant must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Consultant must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

#### **3.2.1.7. Audits**

##### **3.2.1.7.1. City's Right to Conduct Audits**

The City may, in its sole discretion, audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

##### **3.2.1.7.2. Recovery for Over-Billing**

If, as a result of such an audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period,

then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.2.2. Subcontractor Payment Reports**

The Consultant must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Consultant for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Consultant with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15<sup>th</sup>) day of each month.

Once the Consultant has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20<sup>th</sup>) day of each month. Consultant and Subcontractor reporting to the C2 system must be completed by the twenty-fifth (25<sup>th</sup>) of each month or payments may be withheld.

All contracts between the Consultant and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Consultant.

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

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Consultant must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Consultant receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subcontractors**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Consultant must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Consultant fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Consultant and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Consultant's participation and that of its Subcontractors on this Contract.

#### **3.2.3.2. Payment to Subcontractors Within Seven Days**

The Consultant must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Consultant with such documentation as

is reasonably necessary to substantiate such performance, the Consultant shall bill the City for such performance when the Consultant is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Consultant may only invoice the City at the rates contained in the Contract Documents.

**3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at: <http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Consultant, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Consultant shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Consultant fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure\\_to\\_Promptly\\_Pay\\_Fillable\\_Form\\_3\\_2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Consultant was included in the payment request submitted by the Consultant to the City and (b) Subcontractor has not, at the time of the report, received payment from the Consultant for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the Consultant.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

**3.2.3.2.2. Whistleblower Protection**

Consultant shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3.2.2. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5.3 hereof, including termination. In addition to those remedies, any retaliatory action by a Consultant may result in a Consultant being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the Consultant. Any such debarment shall be for a period of not less than one year.

**3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City's economic vitality derives from the success of its small businesses. The failure by Consultants to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Consultant and City agree that the Chief Procurement Officer may assess liquidated damages against Consultants who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Consultant to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

#### **3.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the Consultant, and provide the Consultant with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a Consultant is reasonable. In the event that the Consultant fails to demonstrate reasonable cause for failure to make payment, the City shall notify the Consultant that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

#### **3.2.3.5. Direct Payment to Subcontractors by City**

The CPO may notify the Consultant that payments to the Consultant will be suspended if the CPO has determined that the Consultant has failed to pay any Subcontractor, employee, or workman, for work performed. If Consultant has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Consultant under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Consultant of the Contract Price, as if the City had paid Consultant directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Consultant of the Contract Price, as if the City had paid Consultant directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Consultant or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

#### **3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Consultant makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Consultant's customers generally, or (2) in the Consultant's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Consultant must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Consultant, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

### **3.3. Compliance with All Laws**

#### **3.3.1. General**

Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Consultant must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Consultant must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

#### **3.3.2. Certification of Compliance with Laws**

By entering into this Contract with the City, Consultant certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Consultant becomes aware of such information, it must immediately disclose it to the City.

#### **3.3.3. Federal Affirmative Action**

It is an unlawful employment practice for the Consultant (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Consultant must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

#### **3.3.4. Civil Rights Act of 1964, Title VI, Compliance with Nondiscrimination Requirements**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

##### **3.3.4.1. Compliance with Federal Nondiscrimination Requirements**

The Consultant will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time ("Acts and Regulations"), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

#### **3.3.4.2. Non-discrimination**

The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

#### **3.3.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

#### **3.3.4.4. Information and Reports**

The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development,

etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

#### **3.3.4.5. Sanctions for Noncompliance**

In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

#### **3.3.4.6. Incorporation of Provisions**

The Consultant will include the provisions of above paragraphs 3.3.4.1, "Compliance with Federal Nondiscrimination Requirements" through 3.3.4.6, "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

### **3.3.5. Other Non-Discrimination Requirements**

#### **3.3.5.1. Illinois Human Rights Act**

##### **3.3.5.1.1. Generally**

Consultant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A.

Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

##### **3.3.5.1.2. State of Illinois Equal Employment Opportunity Clause**

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

- A) That Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Consultant hires additional employees in order to perform this contract or any portion of this contract, Consultant will determine the availability (in accordance with

- 44 III. Admin. Code Part 750) of minorities and women in the areas from which Consultant may reasonably recruit and Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Consultant or on Consultant's behalf, Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
  - D) That Consultant will send to each labor organization or representative of workers with which Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and 44 III. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Consultant in Consultant's efforts to comply with the Act and this Part, the Consultant will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
  - E) That Consultant will submit reports as required by 44 III. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 III. Admin. Code Part 750.
  - F) That Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations.
  - G) That Consultant will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**3.3.5.2. Chicago Human Rights Ordinance MCC Ch. 2-160**

Consultant must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Consultant must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

**3.3.5.3. Business Enterprises Owned by People with Disabilities (BEPD)**

Pursuant to MCC 2-92-586, Consultant is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

### **3.3.6. Wages**

Consultant must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

#### **3.3.6.1. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City Consultants and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Consultant must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2017 is **\$13.45 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Consultant's operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment is a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Consultant must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Consultant must pay the prevailing wage.

Consultants are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

#### **3.3.6.2. Living Wage Ordinance**

MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Consultant has 25 or more full-time employees, and if at any time during the performance of the contract the 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 The Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2017 the Base Wage is \$12.30. The current rate can be found on the Department of Procurement Services' website.

**Note: As of July 1, 2017, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.**

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) 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 (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, 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 work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Consultant must pay the prevailing wage rates.

The Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Consultant or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Consultant and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the 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 above do not apply.

#### **3.3.6.3. Chicago Paid Sick Leave Ordinance**

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Consultant understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

#### **3.3.6.4. Equal Pay**

The Consultant will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

#### **3.3.7. Economic Disclosure Statement and Affidavit ("EDS")**

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of

Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Consultants must complete an online EDS prior to the Bid Opening Date. Consultants are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Consultant in default, terminating the Contract for default, and declaring the Consultant ineligible for future contracts.

Consultant makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

**3.3.7.1. Business Relationships with Elected Officials MCC Sect. 2-156-030(b)**

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.

**3.3.7.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

The Consultant or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Consultant or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Consultant, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal

government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

#### **3.3.7.3. Federal Terrorist (No-Business) List**

Consultant warrants and represents that neither Consultant nor an Affiliate, 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.

"Affiliate" means a person or entity which 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 shared ownership, a trust, a contract or otherwise.

#### **3.3.7.4. Governmental Ethics Ordinance 2-156**

Consultant must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Consultant or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

#### **3.3.7.5. Lobbyists**

Consultant must comply with Chapter 2-156 of the Municipal Code. Consultant acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

### **3.3.8. Restrictions on Business Dealings**

#### **3.3.8.1. Prohibited Interests in City Contracts**

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

### **3.3.8.2. Conflicts of Interest**

The Consultant covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Consultant further covenants that in the performance of the Contract no person having any such interest will be employed, either by Consultant or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Consultant does have such a conflict of interest, the City will notify the Consultant in writing, stating the basis for its determination. The Consultant will thereafter have 30 days in which to respond with reasons why the Consultant believes a conflict of interest does not exist. If the Consultant does not respond or if the City still reasonably determines a conflict of interest to exist, the Consultant must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Consultant must require that subcontractor to terminate such other work or services immediately.

If Consultant or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Consultant or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

No Consultant or 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 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 Consultant, and/or (iii) any period in which an extension of this Contract 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 the Consultant or the date the Consultant 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.

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

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the 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.

### **3.3.9. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Consultant is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in 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 the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Finance, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **3.3.10. Other City Ordinances and Policies**

#### **3.3.10.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract

Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Consultant, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Consultant pursuant to MCC Sect. 1-21-010).

**3.3.10.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Consultant conducts any business operations in Northern Ireland, it is hereby required that the Consultant will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the USDOT.

**3.3.10.3. City Hiring Plan Prohibitions**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. 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 Contract are employees or Subcontractors of Consultant, not employees of the City of Chicago. This Contract 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.
- C. Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, 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 Contract, 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.

- D. In the event of any communication to Consultant by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C 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 Contract. Consultant will also cooperate with any inquiries by OIG Hiring Oversight.

**3.3.10.4. Inspector General**

It is the duty of any bidder, proposer or Consultant, 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, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Consultant understands and will abide by all provisions of MCC Ch. 2-56.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

**3.3.10.5. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Consultant to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

**3.3.10.6. Electronic Mail Communication**

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

**3.3.10.7. EDS Update Obligation**

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

**3.3.10.8. Wheel Tax (City Sticker)**

Consultant must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Consultant should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

**3.3.10.9. Participation by Other Local Government Agencies**

If Consultant consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed

by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

### **3.3.11. Compliance with Environmental Laws and Related Matters**

#### **3.3.11.1. Definitions**

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

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Consultant or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Consultant or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

#### **3.3.11.2. Joint Ventures**

If Consultant or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

#### **3.3.11.3. Compliance with Environmental Laws**

As part of or in addition to its obligation to observe and comply with all applicable laws, Consultant must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable Environmental Laws.

Any noncompliance, by Consultant or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Consultant or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.11.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Consultant or any Subcontractor, with any Environmental Law, will be borne by the Consultant and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.11.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Consultant or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Consultant or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Consultant an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Consultant's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Consultant's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Consultant's or Subcontractor's actions or inaction towards preventing future noncompliance.

**3.3.11.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Consultant or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Consultant must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Consultant's compliance with this paragraph 3.3.11.6 and paragraph 3.3.11.8, Consultant must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;
- (ii) any notice of any kind received by Consultant, any Subcontractor, or any employee or agent of Consultant or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Consultant's knowledge at the time of submittal: the types and amounts of

the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Consultant and any Subcontractors; and a copy of any notice received by Consultant, any Subcontractor, or any employee or agent of Consultant or any Subcontractor. Consultant must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Consultant becomes aware of information that is different from or additional to the information provided in the initial notification.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.11.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Consultant must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**3.3.11.8. Environmental Claims and Related Matters**

Within 24 hours of receiving, or of any Subcontractor's receiving, notice of any Environmental Claim, Consultant must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Consultant must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.11.9. Preference for Recycled Materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Consultant must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**3.3.11.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

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

This section does not limit the 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 Contract.

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

### **3.4. Contract Disputes**

#### **3.4.1. Procedure for Bringing Disputes to the Department**

The Consultant and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Consultant must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Consultant certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

#### **3.4.2. Procedure for Bringing Disputes before the CPO**

Only after the Commissioner has rendered a final decision denying the Consultant's claim may a dispute be brought before the CPO.

If the Consultant and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Consultant must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### **3.5. Events of Default and Termination**

#### **3.5.1. Events of Default**

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- B. Consultant's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Consultant's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Consultant without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Consultant's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Consultant acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Consultant's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Consultant's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

### **3.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default.

The CPO will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion give Consultant an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Consultant's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Consultant.

Whether to issue the Consultant a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Consultant must discontinue any Services, unless otherwise directed in the notice.

### **3.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Consultant;
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Consultant's compensation under this Contract;
- F. The right to deem Consultant non-responsible in future contracts to be awarded by the City.

### **3.5.4. Non-Exclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **3.5.5. City Reservation of Rights**

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

### **3.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Consultant. The effective date of termination will be the date the notice is received by the Consultant or the date stated in the notice, whichever is later.

After the notice is received, the Consultant must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Consultant is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Consultant is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Consultant disputes the amount of compensation determined by the City to be due Consultant, then the Consultant must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

### **3.6. Department-specific Requirements**

Consultant must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

#### **3.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

##### **3.6.1.1. Confidentiality of Airport Security Data**

Consultant has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Consultant acknowledges that information provided to, generated by, or encountered by Consultant may include Airport Security Data. If Consultant fails to safeguard the confidentiality of Airport Security Data, Consultant is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Consultant, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Consultant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

##### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Consultant, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Consultant, Subcontractors, their respective employees, invitees and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time, or may issue during the life of this Contract, with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Consultant at all times when not in use or under Consultant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

##### **3.6.1.3. Airport Security Badges**

As part of airport operations and security, the Consultant must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Consultant has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to

receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Consultant must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Consultant will be jointly and severally liable for any fines imposed on its employees or its Subcontractor's employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Consultant's personnel who function as supervisors, and those that escort the Consultant's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **3.6.1.4. General Requirements Regarding Airport Operations**

##### **3.6.1.4.1. Priority of Airport Operations**

Where the performance of the Contract may affect airport operation, the Consultant must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Consultant at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Consultant's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Consultant's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Consultant's work must be interrupted or moved from one part of the work site to another.

#### **3.6.1.4.2. Interruption of Airport Operations**

If Consultant requires interruption of Airport facilities or utilities in order to perform work, Consultant must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Consultant must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Consultants must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

#### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

The Consultant must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Consultant has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Consultants must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

#### **3.6.1.4.4. Work on the Airfield**

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Consultant on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Consultant has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Consultant to post obstruction lights.

For any work on the airfield, the Consultant must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of

equipment of the Consultant must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Consultant acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Consultant to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Consultant's control is an event of default.

#### **3.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Consultant must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Consultants are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employee's expense.

#### **3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)**

The Consultant agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

#### **3.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Consultant by the Executive Director, as required. Consultant, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Consultant must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

#### **3.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Consultant or by any Subcontractor. If the Consultant, or any employee, in the performance of this Contract, has or will have access to an Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Consultant, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Consultant to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Consultant must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Consultant's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Consultant, any Subcontractor, or any employee from performing work on the project. Further, the Consultant must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Consultant must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Consultant from time to time during the term of the Contract and any extensions of it.

Each employee whom Consultant wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive an O.E.M.C Security Badge. If Consultant wishes a vehicle to have access to an O.E.M.C facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, and date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Consultant must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Consultant and Subcontractor must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the Executive Director. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

### **3.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago.

The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.

- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

#### **3.6.2.4. Gates and Fences**

Whenever the Consultant receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Consultant may be required to provide gates that comply with O.E.M.C design and construction standards. Consultant must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Consultant or its Subcontractors must be manned by a licensed and bonded security guard of the Consultant at Consultant's expense until the damaged items are restored. Consultant must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Consultant must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Consultant's expense, on a twenty-four (24) hour basis during the period of temporary removal. Consultant must restore the items removed to their original condition when construction is completed.

#### **3.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

#### **3.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Consultant must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Consultant has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Consultant is responsible for requesting and completing the form for each employee and subcontractor's employee. The Superintendent may grant or deny the application in his sole discretion. The Consultant must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

#### **3.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Consultant by the Commissioner, as required. Consultant, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Consultant must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

#### **3.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Consultant or by any Subcontractor. If the Consultant, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Consultant, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Consultant to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Consultant must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Consultant's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Consultant, any Subcontractor, or any employee from performing work on the project. Further, the Consultant must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Consultant must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Consultant from time to time during the term of the Contract and any extensions of it.

#### **3.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Consultant wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Consultant wishes a vehicle to have access to a DOWM facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Consultant must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Consultant and Subcontractor must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the Commissioner. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

#### **3.6.4.4. Gates and Fences**

Whenever the Consultant receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Consultant may be required to provide gates that comply with DOWM design and construction standards. Consultant must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Consultant or its Subcontractors must be manned by a licensed and bonded security guard of the Consultant at Consultant's expense until the damaged items are restored. Consultant must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Consultant must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Consultant's expense, on a

twenty-four (24) hour basis during the period of temporary removal. Consultant must restore the items removed to their original condition when construction is completed.

**3.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

## **ARTICLE 4. TERMS FOR TASK-ORDER PROFESSIONAL SERVICES CONTRACTS**

### **4.1. Providing Services**

The Consultant must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Consultant without a written Purchase Order is done at the Consultant's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Consultant releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

Services will be determined on an as-needed basis and as described on a Task Order Request (TOR) as described below. Only if the Consultant has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Consultant to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

### **4.2. Task Orders**

Consultant must perform, on a Task Order basis, the required Services, in a satisfactory manner consistent with the Department's standards of performance. Such Services will be determined on an as-needed basis and as described in a Task Order Request ("TOR") issued by the Department. Task Order services may include but are not limited to: Real Estate Appraisal Services, Real Estate Brokerage Services, and Real Estate Consulting Services. All services provided by the Consultant (the "Services") must be authorized by a written TOR. The City is under no obligation to issue any TOR, nor is Consultant guaranteed any specific dollar value of Services.

As needed, the Department will issue a TOR for proposals from the Consultant for certain scope of services specified. The TOR will describe the project; establish the services to be performed; set forth the timeline for the completion of services requested.

If Consultant would like the City to apply the (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Fueled Vehicles, (3) Incentive for Veteran-Owned Businesses Enterprises and Eligible Joint Ventures, or (4) Commitment Regarding Business Enterprises Owned by People with Disabilities (BEPD), Respondent must submit the applicable affidavit(s) with its Task Order Proposal.

Consultant must respond by submitting a Proposal that must include, but is not limited to the following: cover letter, understanding and approach, deliverables, project schedule, detailed cost breakdowns in such detail as required for the specific task, all documentation required to substantiate compliance with the DBE/MBE/WBE participation requirements as applicable, compliance with applicable funding source required provisions, fee, list of key personnel and all other associated substantiation documentation required under the TOR. Consultant's Proposal must conform to the terms of the TOR and the terms and conditions of the Contract. Costs associated with the preparation of TOR Proposals are not compensable under the Contract. Participation of Minority and Women Business Enterprises (MBE/WBE) or Disadvantaged Business Enterprise (DBE) will be dictated by the funding source utilized.

Upon acceptance of Consultant's Proposal (subject to negotiation of terms and conditions by the City and Consultant, and in conformity with the terms of the Contract), the City may, by written Task Order, direct Consultant to perform the Task Order services. Upon receipt of written approval of the Task Order from both the Commissioner of the applicable Department and the Chief Procurement Officer ("CPO"), and an executed Blanket Release, Consultant will commence performance of the Services; to the extent such services are described in Exhibit 1.

#### **4.2.1. Task Order Proposals**

The Consultant must respond to a Task Order Request by submitting a Task Order proposal to the Commissioner which describes the Consultant's approach and plan for performing those services and contains a time schedule for completion of services, deliverables to be provided and a schedule for delivery, a staffing schedule, a cost proposal, and MBE/WBE utilization all of which conform to the terms of the Task Order Request and the terms and conditions of the Agreement. Task Order proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs

associated with the preparation of Task Order proposals will not be a reimbursable cost under the Agreement.

Following Consultant's submission of the Task Order Proposal, the Commissioner and the Chief Procurement Officer will review the proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope of the project, project cost and the project completion date. If the City and the Consultant negotiate the scope of the project, project cost and the project completion date, the Consultant must submit a revised Task Order Proposal (based upon such negotiations) to the City for approval.

Task Order proposals satisfactory to the Commissioner must be signed on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed issued by the Department. The Consultant will not commence services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Agreement, Task Order Request, and Task Order (approved Proposal).

If any Task Order contains terms that are inconsistent or conflict with this Agreement, then the terms of this Agreement will control over such inconsistent or conflicting terms. Any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to MCA Section 3.1.4.8.

The Consultant acknowledges and agrees that the City either may select from among those proposals submitted in response to a Task Order Request that Task Order Proposal which is in the best interests of the City or may reject any and all Task Order proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no services relating to a Task Order proposal until such approval is obtained.

Task Order Proposals will be submitted to the Commissioner no later than the date set forth in the Task Order Request and if no date is specified then no later than 15 business days following Consultant's receipt of the Task Order Request. Failure to provide a Task Order Proposal on a timely basis may result in rejection of the proposal.

The City reserves the right, at its option, either to accept a Task Order Proposal as submitted by the Consultant, reject the Task Order Proposal, or to negotiate a more satisfactory Task Order Proposal with one or more Consultants.

#### **4.3. Notice to Proceed**

After receiving a Task Order, Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner or his authorized designee.

#### **4.4. Standard of Performance**

Consultant must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Consultant in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Consultant acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide the City copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a

form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Consultant either under this Contract, at law or in equity.

Consultant shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Consultant.

In the event Consultant's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

#### **4.5. Deliverables**

In carrying out its Services, Consultant must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Consultant, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Consultant has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Consultant of its commitments under this Contract.

#### **4.6. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 3.1.4.8 of the Standard Terms and Conditions before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

#### **4.7. Timeliness of Performance**

Consultant must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits may result in economic or other losses to the City.

Neither Consultant nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4.8. Approvals**

Whenever Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

#### **4.9. Suspension**

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Consultant upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

#### **4.10. Personnel**

##### **4.10.1. Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Consultant to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Consultant adjust staffing levels to reflect workload and level of required Services or Additional Services.

##### **4.10.2. Key Personnel**

In selecting the Consultant for this Contract, the City relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services ("Key Personnel"). Consultant must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Consultant must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Consultant's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

##### **4.10.3. Salaries and Wages**

Consultant and any Subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Contract and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

#### **4.11. Ownership of Documents**

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Consultant or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its

Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Consultant's expense. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Consultant.

#### **4.12. Copyright Ownership and other Intellectual Property**

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Consultant. Consultant shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Consultant's direct involvement and consent.

Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Consultant will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Consultant will have the legal rights to fully assign the copyrights, (c) Consultant will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Consultant is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 4.4 of this Contract, and (f) the Deliverables will constitute works of original authorship.

##### **4.12.1. Patents**

If any invention, improvement, or discovery of the Consultant or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Consultant agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Consultant must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Consultant purchases ownership with funds provided to it under this Contract.

##### **4.12.2. Indemnity**

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Consultant must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective

officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Consultant is not required to indemnify the City or Federal Government for any such intellectual property liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

#### **4.13. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility**

Consultant covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Consultant must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Consultant must, prior to construction, review the plans and specifications to insure compliance with these standards. If Consultant fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this Consultant or otherwise available at law, in equity or by statute, require Consultant to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

#### **4.14. Cooperation**

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

#### **4.15. Reimbursement for Travel**

Reimbursable travel is not anticipated to be necessary for the performance of this Contract; travel by Consultant personnel to and from worksites will be part of Consultant's overall pricing. In the event that reimbursable travel is required and is authorized by the City, travel expenses will be reimbursed only in accordance with the City of Chicago Travel Reimbursement Guidelines current at the time of travel. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>.

The direct link is:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago\\_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf).

## **ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS**

### **5.1. Scope of Services**

This Contract is for Real Estate Appraisal, Brokerage and Consulting Services to be performed on a Task Order basis. More specifically, the Services that Consultant must provide are described in Exhibit 1, "Detailed Scope of Services.

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Contract.

All services provided by the Consultant (the "Services") must be authorized by a written Task Order. The City is under no obligation to issue any Task Order, nor is Consultant guaranteed any specific dollar value of Services.

### **5.2. List of Key Personnel**

Key Personnel are listed in Exhibit 1: Attachment A.

### **5.3. Term of Performance**

This Contract takes effect as of the Effective Date and continues for sixty (60) months, unless terminated earlier or extended pursuant to the terms of this contract.

The City may also extend the Contract as needed with respect to services under specific Task Orders that are in progress as of the end of the term so that work may be completed, but no new Task Orders may be issued.

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

### **5.4. Contract Extension Option**

The City has the option to unilaterally extend the term of this Contract prior to the expiration of the initial Term, for up to twenty-four (24) months, subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds. The option may be exercised as a single twenty-four extension or as two separate extensions, each with a term no less than twelve months.

Before expiration of the then current term, the Chief Procurement Officer will give the Consultant notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

The City may also extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds. The CPO will give the Consultant notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### **5.5. Payment**

#### **5.5.1. Basis of Payment**

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Terms for Task Order Professional Services Contracts."

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will either be lump sum, hourly rate, time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the Budget will specify a maximum payment that cannot be exceeded without an amendment

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in Exhibit 2 for each TOR.

### **5.5.2. Budget for Services**

As provided in Section 4.2., the Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order. The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

### **5.5.3. Method of Payment**

Consultant must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in **Exhibit 2**. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.

The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced. No invoices will be submitted for under \$500.00 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than \$500.00 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds \$500.00.

The City will process invoices for payment within 60 days after receipt of properly completed and signed invoices accompanied by all necessary supporting documents verifying all costs related to each TOR.

### **5.5.4. Centralized Invoice Processing**

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700, City Hall  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142

Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Compensation Schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

Consultant must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

The City may change its invoice submission and processing procedure during the term of this Contract. Should a change occur, the City will notify Consultant of the new procedure which the Consultant will then be required to follow.

#### **5.5.5. Criteria for Payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Consultant under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Consultant must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

#### **5.6. Funding**

The source of funds for payments under this Contract is Fund number 018-0100-054-2005-0141-220141, and various other Fund numbers as identified by the City for each Task Order issued.

Payments under this Contract must not exceed \$2,300,000.00 in aggregate. The City may increase this upper limit by notice in writing to the Consultant.

Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

**5.7. Notices**

Notices provided for herein, unless expressly provided for otherwise in this Agreement, will be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: Department of Planning and Development  
121 N. LaSalle St., 1003  
Chicago, IL. 60602  
Attn: Commissioner

With Copies to: Department of Procurement Services  
121 N. LaSalle St. Room 806  
Chicago, IL. 60602  
Attn: Chief Procurement Officer

Department of Law  
121 N. LaSalle St. Room 610  
Chicago, IL. 60602  
Attn: Corporation Counsel

If to the Consultant: CBRE, Inc.  
321 N. Clark Street, 34th Floor  
Chicago, IL 60654  
Attention: Martin Stern

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this section.

Notices delivered by mail will be deemed received three (3) days after mailing in accordance with this Section. Notices delivered personally will be deemed effective upon receipt.

**5.8. State or Federal Funding Source**

If any Task Order contains terms that are inconsistent or conflict with this Agreement, then the terms of this Agreement will control over such inconsistent or conflicting terms. Any project for which the terms of this Agreement are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by amendment pursuant to MCA Section 3.1.4.8.

**5.9. Full Discipline Team**

For the purposes of this Contract, Consultant must include as part of its team all disciplines necessary to support the required services, including specialized Subcontractors, to perform services in fields as required by the project. Consultant shall be aware that, based on the type and scope of the project, not all projects may require a full discipline team, however, in all cases, the Consultant is still required to meet the MBE/WBE participation requirements for each Task Order. Consultant is responsible for the coordination of all members of its team.

Consultant must, in connection with the performance of the Services, supply all of the personnel, materials, equipment, and/or software necessary to perform the Services and provide any administrative support necessary to satisfactorily perform the Task Order in accordance with the Contract.

**5.10. Price Adjustment Not Applicable**

Pricing will be fixed and firm for the duration of this Contract.



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

**Fax: 312-744-0010**

**MBE & WBE SPECIAL CONDITIONS FOR TASK ORDER SERVICES CONTRACTS**

**ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR TASK ORDER SERVICES**

**6.1. Policy and Terms**

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

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

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

MBE Percentage	WBE Percentage
25%	5%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

The Contractor also commits to make Good Faith Efforts to expend at least the same percentages (unless otherwise specified by the City when requesting a particular Task Order Proposal) of the total Task Order Price (inclusive of any and all modifications and amendments), if awarded, for participation by MBEs and WBEs on each individual Task Order.

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs on the Master Consulting Contract (to the extent of the MBE or WBE participation in such joint venture and work on the Task Order), 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 Task Order from one or more MBEs or WBEs, or by any combination of the foregoing. In appropriate cases, the Chief Procurement Officer will require the Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs in the performance of a Task Order.

The Contractor may meet all or part of this commitment through credits received pursuant to MCC 2-92-530 for the voluntary use of MBEs or WBEs in private sector contracts.

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

**Note:**

- MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both, to demonstrate compliance with the Task Order Specific Goals.
- Bidders taking advantage of the Bid Incentive for Small Business Enterprise And Veteran-Owned Business Enterprise Joint Ventures pursuant to MCC 2-92-418 should consult the applicable DPS regulations. When a certified MBE or WBE is involved in receiving the preference, in some circumstances it will affect counting MBE and WBE participation. For example, a veteran-owned small local business claiming the preference that is also a certified MBE or WBE may not count its own performance toward MBE or WBE participation goals.

**6.2. Definitions**

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

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

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

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

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

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

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

**"Contract Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular Contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract

Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal.

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

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

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

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

**"Indirect Participation"** refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. Indirect participation is not counted toward the Task Order Specific Goals but may be used in showing Good Faith Efforts. (Note: no dollar of such indirect MBE or WBE participation shall be considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

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

**"Master Consulting Contract"** means the task-order based consulting agreement under which Task Orders are issued.

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

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

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

**"Proposal"** means the detailed description of the Services to be provided by the Contractor in response to a Task Order Request issued in accordance with the Master Consulting Contract. May also be referred to as a bid for the purposes of these MBE / WBE Special Conditions.

**"Task Order"** means an approved Proposal, as modified by negotiation between the City and Contractor, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Master Consulting Contract.

**"Task Order Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular Task Order. Unless otherwise specified by the City when a Request for Task Order Proposals is issued, the Task Order Specific Goal will be the same as the Contract Specific Goal stated above

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

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

### **6.3. Joint Ventures**

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

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

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

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

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

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

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

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

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

**6.4. Counting MBE/WBE Participation Toward the Task Order Specific Goals**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-3 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Task Order Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Task Order Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

- ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Task Order Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Task Order Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Task Order Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Task Order Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Task Order Specific Goals.
- f. If the MBE or WBE is a broker:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Task Order Specific Goals.
  - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Task Order Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Task Order Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Task Order Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Task Order Specific Goals (except as allowed by (c) above).

- iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

##### **6.5.1. Direct Participation**

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

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

**OR**

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

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

#### **6.5.2. Assist Agency Participation in waiver/reduction requests**

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

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

#### **6.5.3. Impracticability**

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

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

For all notifications required to be made by 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.

## 6.6. Procedure to Determine Bid/Proposal Compliance

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

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Goals; and/or
- A request for reduction or waiver of the Goals in accordance with Section 2-92-450 of the MCC.

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

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

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

**(1) Schedule C-3: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**

The Contractor must submit the appropriate Schedule C-3 with the Task Order Proposal for each MBE and WBE included on the Schedule D-3. Suppliers must submit the Schedule C-3 for Suppliers, first tier subcontractors must submit a Schedule C-3 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-3 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-3 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-3 has been submitted with the bid, an executed original Schedule C-3 must be submitted by the Contractor for each MBE and WBE included on the Schedule D-3 within five business days after the date of the Task Order Proposal opening.

Failure to submit a completed Schedule C-3 in accordance with this section shall entitle the City to deem the bid/Proposal non-responsive and therefore reject the bid/Proposal.

**(2) Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/Proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-3, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

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

If the Contractor is a joint venture and the Proposal includes the participation of a MBE/WBE joint venture partner on any tier (either as the bidder or as a subcontractor), the Contractor must provide a copy of the current joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be

undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the Master Consulting Contract and any Task Orders issued under it. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

**(4) Schedule D-3: Required Schedules Regarding MBE/WBE Utilization**

Bidders must submit, together with the bid, a completed Schedule D-3 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-3. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-3 must conform to those presented in the submitted Schedule C-3. If Schedule C-3 is submitted after the opening, the bidder may submit a revised Schedule D-3 (executed and notarized to conform with the Schedules C-3). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Task Order Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-3 and D-3.

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

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

Any applications for City approval of a Mentor Protégé agreement must be included with the Proposal. If the application is not approved, the Contractor must show that it has made good faith efforts to meet the Task Order Specific Goals.

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

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

reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

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

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

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

## **6.8. Changes to Compliance Plan**

### **6.8.1. Permissible Basis for Change Required**

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

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

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

- i) Termination of a Mentor Protégé Agreement.

#### **6.8.2. Procedure for Requesting Approval**

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Task Order Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Task Order Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

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

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

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

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

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

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

#### **6.10. Arbitration**

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

#### **6.11. Equal Employment Opportunity**

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

**6.12. Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:  
<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-3: Letter of Intent From MBE/WBE To Perform as Subcontractor, Supplier and/or Consultant for Task Order Contracts
- Schedule D-3: Compliance Plan Regarding MBE/WBE Utilization for Task Order Contracts

**Attachment A – Assist Agency List (Rev. Sept 2016)**

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

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

<p><b>51<sup>st</sup> Street Business Association *</b> 220 E. 51<sup>st</sup> Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a> Web: <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises *</b> 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: <a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a> Web: <a href="http://www.aaabna.org">www.aaabna.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Black Contractors United *</b> 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: <a href="mailto:valerie@blackcontractorsunited.com">valerie@blackcontractorsunited.com</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: <a href="mailto:grodriguez@lgbtcc.com">grodriguez@lgbtcc.com</a> Web: <a href="http://www.lgbtcc.com">www.lgbtcc.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chatham Business Association Small Business Dev. *</b> 800 E. 78<sup>th</sup> Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Chicago Minority Supplier Development Council Inc. *</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: <a href="mailto:pbarreda@chicagomsdc.org">pbarreda@chicagomsdc.org</a> Web: <a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Urban League *</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: <a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p><b>Chicago Women in Trades (CWIT)</b> 2444 W. 16<sup>th</sup> Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a> Web: <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Contractor Advisors Business Development Corp. *</b> 1507 E. 53<sup>rd</sup> Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a> Web: <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Do For Self Community Development Co. *</b> 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: <a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a> Web: <a href="http://www.doforself.org">www.doforself.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b> 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: <a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a> Web: <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b> 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Greater Englewood Community Development Corp. *</b> 815 W. 63<sup>rd</sup> Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: <a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a> Web: <a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Greater Pilsen Economic Development Assoc. *</b> 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: <a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a> Web: <a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Greater Far South Halsted Chamber of Commerce *</b> 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: <a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a> Web: <a href="http://www.greaterfarsouthhalstedchamber.org">www.greaterfarsouthhalstedchamber.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Hispanic American Construction Industry Association (HACIA) *</b> 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a> Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b> 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: <a href="mailto:aalcantar@ihccbbusiness.net">aalcantar@ihccbbusiness.net</a> Web: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p><b>Illinois State Black Chamber of Commerce *</b> 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: <a href="mailto:LarryIvory@IllinoisBlackChamber.org">LarryIvory@IllinoisBlackChamber.org</a> / <a href="mailto:vgilb66709@yahoo.com">vgilb66709@yahoo.com</a> <a href="http://www.illinoisblackchamberofcommerce.org">www.illinoisblackchamberofcommerce.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Latin American Chamber of Commerce *</b> 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: <a href="mailto:d.lorenzopadron@LACCUSA.com">d.lorenzopadron@LACCUSA.com</a> Web: <a href="http://www.LACCUSA.com">www.LACCUSA.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>National Association of Women Business Owners *</b> 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: <a href="mailto:wjaehn@nawbochicago.org">wjaehn@nawbochicago.org</a> Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>National Organization of Minority Engineers (NOME) *</b> 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: <a href="mailto:grandevents1@sbcglobal.net">grandevents1@sbcglobal.net</a> Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Rainbow/PUSH Coalition *</b> 930 E. 50<sup>th</sup> Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a> Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a> Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p><b>South Shore Chamber, Inc. *</b> 1750 E. 71<sup>st</sup> Street, Suite 208 Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: <a href="mailto:twertz@southshorechamberinc.org">twertz@southshorechamberinc.org</a> Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b> 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a> Web: <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>US Minority Contractors Association, Inc. *</b> 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a> Web: <a href="http://USMinorityContractors.org">USMinorityContractors.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Women's Business Development Center *</b> 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> Web: <a href="http://www.wbdc.org">www.wbdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a> Maintains list of certified firms: Yes Provides training for businesses: No</p>

**Your Community Consultants Foundation**

9301 S. Parnell Ave.,

Chicago, IL 60620

Phone: 773-224-9299

Fax: 773-371-0032

Email: [allen81354@aol.com](mailto:allen81354@aol.com)

Maintains list of certified firms: No

Provides training for businesses: Yes



**Schedule B – Affidavit of Joint Venture**

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

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

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

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    - 1. Profit and loss sharing: \_\_\_\_\_
    - 2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

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

\_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

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

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

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

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

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

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

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

A. Joint venture check signing:

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

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

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

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

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

D. Acquisition of lines of credit:

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

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

- \_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Management of contract performance. (Identify by name and firm only):
- 1. Supervision of field operations: \_\_\_\_\_
  - 2. Major purchases: \_\_\_\_\_
  - 3. Estimating: \_\_\_\_\_
  - 4. Engineering: \_\_\_\_\_
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?  
\_\_\_\_\_
  - B. Identify the managing partner, if any, and describe the means and measure of their compensation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.



**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-3: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**



**FOR  
TASK ORDER  
CONTRACTS ONLY**

**SCHEDULE C-3**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

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

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago **or Cook County** Certification Letter, effective \_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

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

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

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

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

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the services listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

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

**NOTICE: If any of the MBE or WBE scope of services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your receipt of an approved Task Order from the City of Chicago, within three (3) business days of your receipt an approved Task Order from the City of Chicago.

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

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

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

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

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

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

**Schedule D-3: Affidavit of Implementation of MBE/WBE Goals and Participation Plan**



**SCHEDULE D-3**  
**Affidavit of Prime Contractor**  
**Task Order Services Contracts**  
**MBE/WBE Compliance Plan**

**FOR  
TASK ORDER  
SERVICES  
CONTRACTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE  
BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and a duly authorized  
representative of (Title of Affiant)

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

and that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subcontractor/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or Cook County (current letter of certification attached).

**I. Complete this section for each MBE/WBE participating on this Task Order:**

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

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

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

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

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

**Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts**

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

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

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

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

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

Contact Person/Title: \_\_\_\_\_

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

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

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

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

6. Attach Additional Sheets as Needed

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

II. Summary of Direct MBE/WBE Proposal

1. MBE Direct Participation

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

2. WBE Direct Participation

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

III. Summary of Indirect MBE/WBE Proposal

1. MBE Indirect Participation

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

2. WBE Indirect Participation

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

Schedule D-3: MBE/WBE Compliance Plan for Task Order Contracts

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

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

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

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

\_\_\_\_\_  
(Signature) County of: \_\_\_\_\_

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

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

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

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

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

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

SEAL:

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

## **ARTICLE 7. INSURANCE REQUIREMENTS**

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

### **7.1. Insurance to be Provided**

#### **7.1.1. 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; \$ 500,000 disease-policy limit; and \$500,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater.

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

#### **7.1.2. Commercial General Liability (Primary and Umbrella)**

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

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

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

#### **7.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Consultant with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

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

#### **7.1.4. Excess/Umbrella**

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Consultant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections 7.1.1, 7.1.2, 7.1.3 and 7.1.4 herein.

#### **7.1.5. Professional Liability**

When any professional consultants including property appraisal and/or broker professionals perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must

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

#### **7.1.6. Valuable Papers**

When any plans, designs, drawings, media, data, specifications, reports, leases, surveys, audits, records, 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.

#### **7.2. Additional Requirements**

1. Evidence of Insurance. The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, 60602 original certificates of insurance and endorsement(s), or such similar evidence, to be in force on the date of this Agreement, and renewal certificates of insurance and endorsement(s), or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant showing compliance with the requirements of the Agreement is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. The Consultant must advise all insurers of the Agreement provisions regarding insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.
2. Failure to Maintain Insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.
3. Notice of Cancellation, Material Change or Violation. Consultant must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
4. Insurance Requirements for subcontractors. Consultant must require all subcontractors to provide the insurance required herein, or Consultant may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Contract. Consultant shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and Consultant must ensure that the City is an additional insured on insurance required from subcontractors.
5. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant.
6. Waiver of Subrogation. Consultant hereby grants to the City a waiver of any right of subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer(s).
7. No Limitation as to Consultant Liabilities. The Consultant expressly understands and agrees that any coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.
8. No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Consultant under the Agreement.
9. Insurance not limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
10. Insurance limits maintained by Consultant. If Consultant maintains higher limits than **the** minimums required herein, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

11. Joint Venture or Limited Liability Company Policies. If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
12. Other Insurance Obtained by Consultant. If Consultant or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.
13. City Property and Consultant Property. Consultant is responsible for all loss or damage to City property at full replacement cost. Consultant is responsible for all loss or damage to personal property (including material, equipment, tools and supplies) owned, rented or used by Consultant.
14. City's Right to Modify. Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Office maintains the right to modify, delete, alter or change these requirements.

**ARTICLE 8. SIGNATURE PAGE**

**Contract Number:** 76213  
**Specification Number:** 245659  
**Consultant Name:** CBRE, Inc.  
**Total Amount (Value):** \$2,300,000.00  
**Fund Chargeable:** 018-0100-054-2005-0141-220141 and Various

**SIGNED at Chicago, Illinois:**

**CONSULTANT:  
CBRE, INC.**

By: [Signature]  
Name: Jamie Georgas

Its: Managing Director

Attest: [Signature]

State of IL; County of Cook  
This instrument was acknowledged before me on 2nd (date) by July 2018  
as President (or other authorized officer) and Cindy Kee as Secretary of  
CBRE, Inc. (name of party on behalf of whom instrument was executed).

[Signature] 7/12/2020  
Notary Public Commission Expires



**CITY OF CHICAGO**  
By: [Signature] 7/31/18  
Mayor Date

[Signature] 7/30/18  
Comptroller Date

[Signature] JUL 20 2018  
Chief Procurement Officer Date

[Signature]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles



On July 5, 2018, before me, Talia Reed, Notary Public, personally appeared Cindy Kee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



(Seal)

WITNESS my hand and official seal.

Talia Reed  
Signature

---

**Description of Attached Document**

Title of Type of Document:

Document Date:

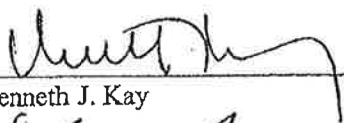
**ACTION BY UNANIMOUS WRITTEN CONSENT  
OF  
THE BOARD OF DIRECTORS  
OF  
CB RICHARD ELLIS, INC.**

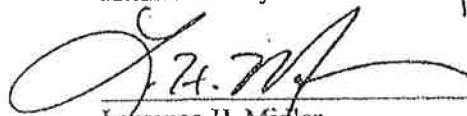
**November 3, 2005**

The undersigned, being the members of the Board of Directors of CB Richard Ellis, Inc., a Delaware corporation (the "Company"), acting pursuant to the Bylaws of the Company and the Delaware General Corporation Law, hereby adopt the following resolution with the same force and effect as if it has been unanimously adopted at a duly convened meeting of the Board of Directors of the Company:

**RESOLVED**, that all Managing Directors and their designees are hereby authorized to execute all agreements to which the Company is or will be a party (such as commission, listing, representation, services, management or co-brokerage agreements) and all transactional documents drafted, prepared, revised or signed by a real estate licensee for any transaction for which a real estate license is required, as permitted or required by the laws, rules and regulations of the jurisdiction in which the office is located, subject to receipt of any prior approvals required under the internal policies of the Company.

  
\_\_\_\_\_  
Brett White

  
\_\_\_\_\_  
Kenneth J. Kay

  
\_\_\_\_\_  
Laurence H. Midler

## **EXHIBITS**

Exhibits follow this page. Remainder of page intentionally blank.

## EXHIBIT 1: DETAILED SCOPE OF SERVICES

### **CATEGORY 1: APPRAISAL SERVICES**

The Real Estate Appraisal Services Consultant will provide real estate appraisals in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices (“USPAP”) as promulgated by the Appraisal Foundation. The appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the appraiser to prepare an opinion on the value of the property interest under appraisal, and to complete the required report to the full satisfaction of the user department. If applicable, each appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings. The appraiser may be required to give testimony in judicial proceedings, and may be required to act as a review appraiser for specific appraisals.

The following is a general description of the procedures for obtaining Real Estate Appraisal Services. The term “**Appraiser**” means one or more qualified and licensed individual(s) employed by the selected Consultant to perform appraisal services covered under an awarded Task Order based on the Consultant’s proposal in response to a Task Order Request. “**Appraisal Order**” means the Task Order awarded to the Consultant and subsequent Notice to Proceed issued by each respective Department for each property appraisal.

#### **A. General**

1. **Appraisal Services.** Appraisal Services may be ordered by an authorized Using Department at any time during normal business hours. Appraisals must be completed within the time limits specified in the Appraisal Order or otherwise required by the terms of this Agreement.
2. **Appraisal Orders.** An authorized representative of a Using Department will specify whether it will select the Consultant that offers the lowest cost proposal resulting from a competitive bid among all Consultants (or a randomly rotating subgroup of Consultants) or whether it will establish criteria other than, or in addition to, cost. The Using Department will then place an Appraisal Order as otherwise set forth in this Agreement. The Using Department may not request the services of a specific Consultant, but the Using Department may set forth qualifications for a particular Appraisal Order and select the Consultant based on their qualifications.
  - a. The Using Department may request the services of a specific Appraiser in its Appraisal Order. In this case, the Consultant must assure that the appraisal is actually performed by that Appraiser, unless the Department approves substitution of an equally qualified Appraiser.
  - b. If the Appraisal Order does not request that a specific Appraiser perform the services, then the Consultant may assign any appraiser who is appropriately licensed and qualified by the Appraisal Order or this Agreement.
  - c. The Consultant must perform all Services in accordance with the standards of performance set forth in the Agreement.

#### **B. Description of Services**

The Appraiser must appraise all parcels of property in accordance with recognized professional practice and applicable principals of valuation including Uniform Standards of Professional Appraisal Practices (“USPAP”) as promulgated by the Appraisal Foundation. The Appraiser must make all inspection and investigations, including verification and analysis of sales of comparable properties, as are necessary to enable the Appraiser to prepare an opinion on the value of the property interest under Appraisal, and to complete the required Appraisal Report to the full satisfaction of the Using Department. The Appraiser must inspect each parcel, including all building structures, fixtures, and other improvements to the property. If applicable, each Appraiser must comply with specific instructions or requirements as may be required for eminent domain proceedings.

### **C. Testimony in Judicial Proceedings**

An Appraiser may be required to give testimony in Judicial Proceedings. Upon request from an authorized representative of a Using Department, the Consultant agrees that the Appraiser who completed the Appraisal Report will testify as to the value of the property interest appraised in any legislative or judicial proceedings in which such testimony is required. The Appraiser in preparation for deposition or testifying in a judicial proceeding must make available to the City for inspection all documents used in reaching their opinion of value. These documents could include but not be limited to all sales data, land sales research, surveys, maps, plats, models, land plans, artist renderings, architectural drawings, photographs, and other information used in reaching their opinion of value. In addition, if the Appraiser is required to provide copies of the documents in anticipation of deposition or trial they shall be reimbursed the costs for copying the documents at a rate agreed upon set forth in the Agreement.

The Consultant will be compensated for Testimony in Judicial Proceedings in accordance with the hourly rates agreed upon and set forth in the Agreement. These services must include time required for: (a) re-inspection of the property; (b) updating the Appraiser's valuation; (c) participating in pretrial conferences with counsel for the City; (d) verifying comparable sales, locating sales witnesses and supplying information relative to comparable sales; (e) time spent in depositions; (f) testifying in judicial proceedings; and, meetings with counsel in preparation for (e) and (f).

### **D. Cooperation with Review Appraiser**

The City may require that one or more Appraisers act as Review Appraisers for specific appraisals. Upon the issuance of an Appraisal Order by an authorized representative of a Using Department, the Consultant will designate a Review Appraiser. The Review Appraiser will be required to examine all Appraisals performed for a particular parcel to assure that the Appraisals meet applicable appraisal requirements and seek, if necessary, corrections or revisions. Before the City will accept an Appraisal, the Review Appraiser must determine that the Appraiser's documentation, including valuation data and the analyses of that data supports the Appraiser's opinion of value. Appraisers will be required to cooperate with a Review Appraiser in every manner.

### **E. Consultation with the City**

The Consultant must assure that all Appraisers performing services pursuant to this Agreement will be available to consult with City employees about services to be performed by the Appraiser, at mutually convenient times. The Appraiser must initiate consultations whenever the Appraiser is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals to be furnished to the City. The City may also initiate consultations whenever the City is in doubt about whether an element of property is real or personal property, or needs legal advice on any aspect of the Appraisals. There will be no charge by any party for these consultations.

### **F. Appraisal Reports**

#### **1. Reports in General**

An Appraiser must complete a written report on each parcel, and must supplement this report with any additional narrative required to fully explain and justify the Appraiser's conclusions as to value and all other matters. The Appraiser must submit two hard copies of the Appraisal Report plus an electronic copy (PDF or similar format) for each parcel of property appraised. All Appraisal Reports must be printed on good quality paper and bound. The Appraisal Reports must be suitable for submission as evidence in courts of law. Appraisal Reports must be submitted to the Using Department on the date required in the Appraisal Order, but no later than three weeks after the Using Department issues the Notice to Proceed with the Appraisal Order, unless otherwise agreed to in writing. The date of valuation must be as close as possible to the date of delivery and in no case more than two weeks prior. In issuing Appraisal Orders, Using Departments may require that Appraisal Reports be completed on standard forms approved by the Department or may require that the Appraiser produce a self-contained, summary, or restricted use report. If the Using Department informs the Appraiser in the Appraisal Order that the funds to be used are City funds, State of Illinois funds or Federal funds, then the Appraisal Report must conform to current regulations established by the City, the State of Illinois, the standards of the Appraisal Institute, or any applicable Federal funding agency, as necessary and as may be directed by the Using Department.

## 2. General Requirements for Appraisal Reports

Unless otherwise directed in an Appraisal Order, the Appraiser must provide the following information as part of each Appraisal Report:

- a. A summary entitled "Appraisal Report for City of Chicago and (the Name of the Requesting Agency)" which should include the following:
  - i. the City project name and number, if applicable;
  - ii. the Date of the Appraisal Report, date of valuation and permanent index number (PIN);
  - iii. the parcel number, address of the property, brief identification of all interests in the property appraised, and the name of the owner(s) including names of all tenants and parties in possession;
  - iv. the Date(s) of the Appraiser's inspection of the property with the owner(s) or the owner's designated representative, including the name of each owner or owner's representative who accompanied the Appraiser during his/her inspection, along with a statement of the interest in the property or the representative capacity held by each such person;
  - v. the Appraiser's opinion of the fair market value of the parcel and/or the fair rental value or other property interest as identified;
  - vi. the limiting conditions of the appraisal, which may include assumptions (i) that the title is good and marketable, (ii) that no responsibility is assumed by the Appraiser for legal matters, especially those affecting the title to the property, (iii) that the legal description of the property and the interest in the property to be appraised, furnished to the Appraiser by the City is correct; and that no survey of the property has been made, if applicable. Any other appropriate assumption or limiting condition may be added **only** if it has been specifically approved in writing by the City;
  - vii. certifications of the employee of the Appraiser performing the Appraisal, (1) that the employee personally made a thorough inspection of the property (2) that, to the best of such employee's knowledge and belief, everything contained in the report is true, and no relevant and important fact has been omitted, (3) that neither the employee's employment nor compensation is contingent on the valuation reported, and, (4) that such employee has no past, present or prospective interest (including as a real estate agent or broker) in the property, the parties involved, or any other interest that would conflict in any way with the employee's performance of the Appraisal Services in an impartial manner; and
  - viii. the signature of the Appraiser and statement of all pertinent license numbers, including State of Illinois license number and MAI designation number, if applicable.
- b. The name, telephone number and address of the property owner, and the name of any other party known or believed to hold a separate compensable interest in the property. The Appraiser must, to the extent practicable, ascertain the names and rights of all parties in possession, and the terms or conditions of their tenancy or possession, and note for consideration all factual information and comments furnished by the owner or their representative relevant to the appraisal. The Appraiser must give the owner or their designated representative an opportunity to accompany the Appraiser during the inspection. If the owner of a compensable interest in the property or a representative of the owner does not accompany the Appraiser during the inspection, the Appraiser must include in the Appraisal Report a copy of the notification to the owner of the opportunity to accompany the Appraiser, and evidence of the owner's receipt of such notification, or a statement that the owner could not be located despite diligent effort.
- c. Off-record title information, if ascertained, concerning interests or instruments that affect title, but are not of record, such as leases, options to renew a lease, contracts of sale, and other interests or rights of parties in possession.
- d. The street address and an accurate description of each parcel and all interests in the parcel appraised. In addition, the Appraisal Report should contain all basic property data, including pertinent information with respect to, but not limited to: (1) the environment and location of the property, (2) the zoning and any restrictive covenants, conditions, or servitudes affecting the

available use or occupancy of the land, (3) the assessed value of the real property, the amount of current annual real estate taxes, and the name of taxpayer (4) the use and occupancy of the property at time of appraisal, (5) the public improvements, services and utilities serving and providing access to the property, (6) the character, topography, dimensions, and area of the land, (7) any special hazards or deleterious conditions upon the property, if known or observed, including environmental hazards, (8) the current rental and rental history of the property, if known, (9) the estimated annual costs of ownership and for operation and maintenance of the property, if applicable, and (10) a description of the buildings, structures (including outdoor advertising signs), type of business, tenants, and other improvements, if any, including relevant information about the type of improvements, designed use, construction materials and finish, equipment, dimensions, floor area, age, condition, space or room arrangement, functional utility or obsolescence and any other characteristics or attributes of the improvements germane to the value of the real property.

- e. The Appraisal Report must contain the legal description of the parcel and a general sketch plat showing the shape and dimensions of the land, the location of the principal improvements on the land, the location of any easements in the land, and the abutting streets, alleys, or other public rights of way must be attached to and made a part of each report. The Appraisal Report must also include a tax plat, neighborhood map or aerial, and photographs, each clearly identified, as may be appropriate to be furnished to the City, in the sole discretion of the Using Department.
- f. The Appraisal Report should report any condition or occupancy of the property that the Appraiser believes may be a violation of law, or that may affect the value of the property; however, Appraiser is not required to undertake any environment assessment or testing.
- g. The Appraiser's opinion about the highest and best use of the property. The highest and best use determination must be based on the property's economic potential, qualitative values (social and environmental) inherent in the property itself, and other utilization factors controlling or directly affecting land use, (i.e., zoning, physical characteristics, private and public uses in the vicinity or neighboring improvements). Projections should not be remote, speculative, or conjectural. Projections should be consistent with the legal standards set forth by the Illinois courts, and federal regulations if the source of funding is federal. If the highest and best use of the property is other than as developed, then the Appraiser will be required to contact and inform the City of this conclusion prior to completion of an Appraisal Report. The Appraiser should be prepared to demonstrate expertise in support of any projections made for the property that defines a "highest and best use" that is other than the current use of the property. Appraiser will not assume a change in zoning in forming such opinion without the approval of the Corporation Counsel's Office.
- h. The Appraiser's opinion about the fair market value of the property and/or the fair rental value. The Appraisal Report must state the basis for the opinion of value, and all data and analyses needed to explain and support the opinion. The fair market value and/or the fair rental value is deemed to be the probable price, in terms of money, that the property would bring in an open and competitive market under all the conditions requisite to a fair sale or rental, all parties acting prudently, knowledgeably, and with the assumption that neither party is under duress. The supporting data and analyses furnished in the appraisal report should include, but not be limited to the following:
  - i. Any sale of the subject property that has occurred within the last five years, or any comparable rental that has occurred within the last six months, and sales and/or the fair rentals of comparable properties considered by the Appraiser;
  - ii. Information about sales or other dispositions of comparable properties considered by the Appraiser in estimating the fair market value and/or the fair rental value of the property for the designated use. In making these comparisons, appropriate allowance should be made for all differences pertinent to the desirability for the proposed new use or uses of the property and the properties with which it is compared. Information about comparable properties must include identification of the grantor and grantee.

These comparisons should also take into account other factors such as the existence or absence of structural improvements on the property, location of the property, its surroundings, distance from business centers, location of improved streets and roads, location of industries, conditions and appearance, and other relevant factors. The income producing potentialities of the property when redeveloped for a proposed new use or other uses should also be considered where applicable;

- iii. All other information and analyses that the Appraiser considers relevant to the fair market value of the property;
- iv. If the property appraised is part of a larger parcel in the same ownership or is less than the entire interest of the ownership in the property, the Appraisal Report must contain the Appraiser's opinion of the market value for the part taken and any damages to the remainder as a result of this taking. The foregoing opinions must be supported in the report by the data and analyses by which the Appraiser formed these opinions;
- v. All maps, plats, photographs, or other exhibits, as necessary to explain or illustrate the Appraiser's analyses. For all self-contained and summary reports, Appraisers must supply photographs of the subject property and all comparable properties used in the analysis, and supply a map indicating the relation of subject property to the comparable properties. Appraisers must also supply tables that summarize the pertinent characteristics, in description and of the transaction, of the comparable properties. The report must include identification of the grantor and grantee of each comparable transaction. Originals of these materials will be required on all copies of each Appraisal Report.
- vi. The Appraisal Report must include a list of all items of personal property considered to be part of the real property ("irremovable equipment").
- vii. A summary of special assessments for public improvements, if any, and a statement of the real estate taxes for the current year, if such can be ascertained.

### **3. Appraisal for a portion of a Parcel**

Where the property sought to be acquired constitutes only a portion of a parcel, the Appraiser must generate an Appraisal Report in accordance with all requirements set forth above. In addition, the Appraiser must include in the Appraisal Report: (1) an opinion as to the fair cash market value of the whole; (2) the fair cash market value of the part taken and the fair cash market value of the part not taken (and any damages which may accrue to the portion not sought to be acquired); (3) the special benefits accruing to the part not taken, if any; and (4) the Appraisal Report must fully explain and justify the reasons for such allocation of value and conclusions.

Appraisers must retain all field notes, which may be needed to support the valuation and appraisal findings in the event that Appraiser is called upon to testify in any judicial proceeding. Appraisers must be available to answer questions or otherwise explain the bases of valuations, opinions or conclusions to City employees.

### **4. Supplements or Corrections**

If an Appraiser must modify or supplement an Appraisal Report for any reason, this modification must be made, and a revised Appraisal Report completed within two weeks without additional cost to the City, if (1) applicable appraisal principles require the modification or supplement of the appraisal, (2) material omissions, inaccuracies, or defects in the appraisal are discovered, or (3) if there is significant delay between the date of the valuation and the date of the acquisition of any parcel or if the property has been materially altered since the appraisal, a revised opinion of the value of the property may be requested by the City, if a supplementary report is required.

### **5. Specific Appraisal Services and Appraisal Report Requirements**

In addition to the general requirements for Appraisal Services as specified above, Appraisers must provide the following documentation or services for each category of Appraisal Services:

**a. Acquisition Appraisals**

Appraisal Reports for acquisition appraisals of improved properties must include express summaries of calculations for the three basic approaches to value, namely: (a) market; (b) income; and (c) cost approach. If it is not appropriate to provide all three calculations, then the appraiser must provide an explanation of why such calculation is not necessary.

**b. RE-USE Appraisal**

- i. The Appraiser must consult and advise the Using Department about the functions performed and to be performed under this Agreement, and the real estate aspects of the Using Department's plans and programs that are related to reports prepared and to be prepared by the Appraiser.
- ii. The Appraiser must appraise the property for such particular re-use as may be specified by the City.
- ii. The Appraiser must make all necessary or appropriate inspections, investigations, and studies to enable the Appraiser to perform properly the functions to be performed by the Appraiser under the Agreement.
- iv. The Appraiser must also prepare and deliver to the Using Department, within 45 calendar days after assignment of the parcel(s), or within the time specified in an Appraisal Order, an Appraisal Report containing:
  - a. The Appraiser's estimates of the fair market re-use value of the property for the use specified by the Department;
  - b. A discussion of the principal factors influencing the marketability and value of the property in the immediate area, including consideration of such matters as the activity of local real estate market during the past five years for properties comparable to the property appraised, the current demand for such properties and the extent of the competitive properties presently available to meet the current and future demand anticipated in a reasonable length of time, the environment of the area, and proposed improvements to be installed by the Using Department of which the Appraiser has been advised by the Using Department;
  - c. Other information and analyses considered by the Appraiser or the Using Department to be relevant to the marketability or the valuation of the appraised property. For instance, vacant properties that are located in inactive real estate markets where the comparable sales information is insufficient from which to derive a reliable indication of value, the Appraiser should consider supporting the estimate of value by use of the land residual technique.

**6. Lease Appraisal**

The Appraiser may be requested to prepare an Appraisal Report designed to determine the fair market rental value of property the City is considering leasing. Fair Market Rental Value is defined as: "The rental income that a property would most likely command on the open market as indicated by current rentals being paid for comparable space (as of the effective date of the appraisal)." The term is often synonymous with "economic rent." Fair market rental value should be based upon specified comparable rental properties.

**7. Appraisal Requirements for Vacations of Public Ways**

The Appraiser may be requested to determine the amount of money that represents the benefit that will accrue to the owners of the reversionary interest in the public way being vacated. In making this determination, the Appraiser must ascertain and compare the value of the subject property before the vacation to the value of the subject property after the vacation. All opinions of value must be supported by relevant comparable sales data. The appraisal report must state what value, if any, is

attributed to the assemblage of any parcels which are affected by the vacation and include a statement of the Appraiser's opinion of highest and best use.

In determining the fair market value of the parcel appraised after the vacation of the public way, the Appraiser must consider any reservations of easements or dedications of property for public use as contained in the vacation ordinance or other documentation as instructed by the Corporation Counsel.

The Appraiser must be available to consult with the Corporation Counsel upon request and must furnish information and materials reasonably required to support or explain the Appraisal.

#### **8. Appraisals for Irremovable Equipment or Removable Fixtures**

If machinery, equipment or other fixtures used in a trade or business, farm operation, or institutional or governmental function constitutes part of real property, the Appraiser may be requested to appraise fixtures and irremovable equipment. If there is more than one owner for each item, a separate schedule must be furnished for each owner. The information and conclusions being furnished on each item include:

- a. Descriptions of the items, including as appropriate: the manufacturer, model and serial numbers, size or capacity, age and condition, and degree of obsolescence of the item. Accessories and spare parts, special foundations and power wiring, and process piping generally should be listed separately, following the listing of the item(s) to which they apply;
- b. Estimates of the replacement cost installed for each item as listed and identified (excluding any elements listed separately). The Appraiser should separately identify the basis of estimated replacement cost (new or used);
- c. Conclusions as to the value added to the fair market value of the real property as a whole by the presence of the item(s);
- d. An estimate of the fair market value of the item if removed from the property at the purchaser's expense. This value must be considered the probable selling price of the item if the item were offered for sale for removal from the property by a third party, allowing a reasonable time to find a purchaser buying with knowledge of the uses and purposes for which such item is adaptable, including salvage.

#### **9. Easement Appraisals**

If easements or other separate interests exist or are intended by the Using Department on a parcel of real property, and the division of ownership is not of such a character as to destroy the practical unity of the property, the Appraiser must determine the fair market value of the property to each interest held separately. The Appraisal Report must contain the data, analyses and reasoning by which the Appraiser made such determination.

#### **10. Grants of Privilege Appraisals**

The Appraiser may be requested to determine the per square foot fair market value of uses in, over and under the public way that are granted by the Using Department for permanent structures such as balconies, fences, generators, loading docks, conduit, irrigation systems, underground vaults, and temporary structures such as, but not limited to, windscreens, benches, kiosks, booths, that may be removed and the public way can be restored easily.

### **CATEGORY 2: BROKERAGE SERVICES**

The Real Estate Brokerage Consultant must act as broker in a variety of transactions including, but not limited to: the sale of City property or acquisition of property on behalf of the City; leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

The following is a general description of the procedures for obtaining Brokerage Services. The term **“Broker”** means one or more qualified and licensed individual(s) employed by the selected Consultant to perform Brokerage Services covered under an awarded Task Order based on the Consultant’s proposal in response to a Task Order Request.

The Consultant must act as Broker in a variety of transactions including, but not limited to: transactions involving identification, leasing and purchasing of new space or locations; relocation or expansion into new space; and the consolidation, termination, subleasing, reconfiguration or restructuring of existing lease agreements. Consultant must lease property including renewals or extensions of existing leases, expansions of existing tenants and leasing any vacant space. In addition, Consultant must coordinate the consolidation, termination, subleasing and other reconfiguration or restructuring of existing lease agreements or other leasing services as needed.

Consultant must assist the City in the negotiation of cost-effective and/or revenue producing leases that satisfy the property requirements while conforming to the City’s policies and procedures. Services to be provided may include, but are not limited to, the following subcategories:

**A. Leasing** - Consultant must perform the following tasks:

1. Assist the City in identifying tenants for vacant space in City owned properties or lease opportunities within the Chicago market to meet space requirements for specific City of Chicago departmental requests on a project specific basis.
2. Assist the City in negotiating competitive leases, terms for new leases, renewals or amended lease terms where the City is the lessor or the lessee.
3. Assist the City with preparation of lease documents.
4. Assist with the representation of the City in the lease-execution process.
5. Prepare lease term executive summaries and presentations to the City of Chicago Space Planning Committee (SPC) as well as to the Committee on Housing and Real Estate (CHRE) or other City Departments.
6. Make presentations to the SPC and CHRE.
7. Assist in the coordination of legal and appraisal work.

**B. Acquisitions** - Consultant must perform the following tasks:

1. Assist the City in identifying purchase opportunities within the Chicago market to meet space requirements for specific City of Chicago departmental requests on a project specific basis.
2. Assist the City in negotiating competitive purchase terms for property acquisitions.
3. Represent the City in purchase negotiations and closing processes.
4. Prepare executive summaries and presentations to the SPC and CHRE or other City Departments.
5. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
6. Coordinate with the City and the City’s Law Department legal, appraisal, survey and title work, including assisting the City in the preparation of draft ordinance packages as required for purchase transactions.

**C. Dispositions** - Consultant must perform the following tasks:

1. Assist the City in creating optimal disposition strategies for select City properties to ensure greatest market and optimum return.
2. Assist the City in advertising the sale of select City properties.
3. Evaluate offers received and prepare narrative analysis of each offer.
4. Provide economic analysis of all offers and prepare report of such analysis.
5. Recommend the best possible offer, providing backup as necessary to substantiate.
6. Prepare executive summaries and presentations for the City.
7. Make presentations to the City and provide support services to the City in connection with presentations made to the SPC, as well as to the CHRE.
8. Coordinate legal, appraisal, survey and title work including the City in preparation of draft ordinance packages as required for transactions involving disposition of properties.

**D. General Tasks-** In addition to the above, Consultant must perform the following tasks:

1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
2. Assist in making presentations to various City department and committees, real estate industry functions and community organizations.
3. Provide monthly reports on the status of its assignments, including project time lines and action plans.

**CATEGORY 3: CONSULTING SERVICES**

The Real Estate Consulting Service Consultant must provide various real estate consulting services to supplement the City's internal resources and assist the City in making optimum real estate decisions based on current and anticipated future market conditions.

Services to be provided may include, but are not limited to, the following subcategories:

**A. Portfolio Management** - Consultant must perform the following tasks:

1. For each property under management, make recommendations for alternatives to consider upon lease renewals, tracking overall lease renewal time lines and notifying the City in advance of such alternatives for consideration.
2. Analyze benchmark and supply market data to support real estate transactions proposed by either the City or the real estate advisor.
3. If requested, identify areas of inappropriate space utilization within current City inventory of space and make recommendations for the reduction of leased space, increase of leased space, reduction of City-owned space, or increase of City-owned space, as found necessary.
4. If requested, evaluate lease versus purchase options for select properties.

**B. Site Review** - Consultant must perform the following tasks:

1. Assist the City in reviewing potential site alternatives for given property assignments, for both lease and purchase options.
2. Evaluate site alternatives and prepare a narrative analysis of each offer.
3. Provide an economic analysis of all alternatives and prepare a report of such analysis.
4. Recommend the best possible alternative, providing backup as necessary to substantiate.
5. Prepare executive summaries and Presentations the SPC and CHRE or other City Departments.
6. Make presentations to the SPC and CHRE or other City Departments on behalf of the City.
7. Assist in the coordination of legal, appraisal, survey and title work.

**C. Marketing** - Consultant must perform the following tasks:

1. Write copy for, plan and implement, as required, all advertising for solicitation to sell, lease or purchase real estate on behalf of the City.
2. Plan and implement a targeted public relations campaign for specific property transactions as well as for communication of City real estate initiatives.
3. Create concept papers for communication of City real estate transactions, programs and initiatives within City Departments and to appropriate approval authorities.
4. Assist the City in assembling documentation required to pursue opportunities in industry trade events and for award recognition.

**D. Community Outreach** - Consultant must perform the following tasks:

1. Assist the City in organizing meetings throughout the City to share City acquisition strategies with residents of affected neighborhoods.
2. In conjunction with the Department of Housing or other City Departments, meet with residents affected by relocation to explain the relocation plan and ensuing management of the property prior to relocation.
3. Assist the City in resolving potential conflicts as a result of the City obtaining title to and managing given properties.
4. Assist in identifying and soliciting MBE/WBE/DBE firms available to provide services as required by this RFQ.
5. Prepare reports identifying utilization of MBE/WBE/DBE firms in services provided in response

- to the RFQ on a quarterly basis.
- E. Auditing** - Consultant must perform the following tasks:
1. Utilizing in-house resources or outside accounting services, assist the City in auditing payments by the City for rent, operating, tax, build-out and other expenses as needed.
  2. As needed, compare actual expenses on real estate transactions and required expenses per executed lease, determining any discrepancies.
- F. General Tasks** - In addition to the above, Consultant must perform the following tasks:
1. Prepare maps and graphics for reports, including data from geographic information systems (GIS).
  2. Assist in making presentations to various City department and committees, real estate industry functions and community organizations.
  3. Provide monthly reports on the status of its assignments, including project time lines and action plans. Provide general consulting.

**EXHIBIT 1, ATTACHMENT A: KEY PERSONNEL**

**CONSULTANT NAME:** CBRE, Inc.

**CATEGORY:** 1. Appraisal Services

	<b>Name</b>	<b>Title</b>
1	Les Linder	Senior Managing Director
2	Randal Dawson	Executive Vice President
3	John Konrath	Managing Director
4	Kevin Crowe	Director
5	Scott Patrick	Director
6	Thomas Kim	Vice President
7	James O'Leary	Vice President
8	Stephanie F. Velde	Senior Appraiser
9	Andrew Zalon	Valuation Associate
10	Mildred Terzic	Appraiser
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**EXHIBIT 1, ATTACHMENT A: KEY PERSONNEL**

**CONSULTANT NAME:** CBRE, Inc.

**CATEGORY:** 2. Brokerage Services

	<b>Name</b>	<b>Title</b>
1	Martin Stern	Senior Managing Director
2	Peter Livaditis	Executive Vice President
3	Andrew Norman	Senior Director
4	Mike Nardini	First Vice President
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**EXHIBIT 1, ATTACHMENT A: KEY PERSONNEL**

CONSULTANT NAME: CBRE, Inc.

CATEGORY: 3. Consulting Services

	<b>Name</b>	<b>Title</b>
1	Martin Stern	Senior Managing Director
2	Andrew Norman	Senior Director
3	Michael Tobin	Managing Director
4	Suzanne Kahle	Director
5	Arnie Tupuritis	Director
6	Mike Nardini	First Vice President
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**EXHIBIT 2: COMPENSATION SCHEDULE**

**Time and Material Only**

The Subcontractor named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**SUBCONTRACTOR NAME:** CBRE, Inc.

**CATEGORY:** 1. Appraisal Services

Key Personnel (Title)	Maximum Fully-Loaded Hourly Rates 2018*	Maximum Fully-Loaded Hourly Rates 2019*	Maximum Fully-Loaded Hourly Rates 2020*	Maximum Fully-Loaded Hourly Rates 2021*	Maximum Fully-Loaded Hourly Rates 2022*	Maximum Fully-Loaded Hourly Rates (Option Year) 2023*	Maximum Fully-Loaded Hourly Rates (Option Year) 2024*
Senior Managing Director	\$450.00	\$463.50	\$477.41	\$491.73	\$506.48	\$521.67	\$537.32
Executive Vice President	\$400.00	\$412.00	\$424.36	\$437.09	\$450.20	\$463.71	\$477.62
Managing Director	\$400.00	\$412.00	\$424.36	\$437.09	\$450.20	\$463.71	\$477.62
Senior Vice President	\$350.00	\$360.50	\$371.32	\$382.45	\$393.93	\$405.75	\$417.92
Director	\$300.00	\$309.00	\$318.27	\$327.82	\$337.65	\$347.78	\$358.22
Vice President	\$300.00	\$309.00	\$318.27	\$327.82	\$337.65	\$347.78	\$358.22
Senior Appraiser	\$275.00	\$283.25	\$291.75	\$300.50	\$309.51	\$318.80	\$328.36
Appraiser	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38	\$289.82	\$298.51
Valuation Associate	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24	\$260.84	\$268.66
Client Services Coordinator/Specialist	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41

\*Fully Loaded Hourly Rates include but are not necessarily limited to: labor, overhead and payroll burden.

**EXHIBIT 2: COMPENSATION SCHEDULE**

**Time and Material Only**

The Subcontractor named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**SUBCONTRACTOR NAME:** CBRE, Inc.  
**CATEGORY:** 2. Brokerage Services

Key Personnel (Title)	Maximum Fully-Loaded Hourly Rates 2018*	Maximum Fully-Loaded Hourly Rates 2019*	Maximum Fully-Loaded Hourly Rates 2020*	Maximum Fully-Loaded Hourly Rates 2021*	Maximum Fully-Loaded Hourly Rates 2022*	Maximum Fully-Loaded Hourly Rates (Option Year) 2023*	Maximum Fully-Loaded Hourly Rates (Option Year) 2024*
Chairman / Vice Chairman	\$550.00	\$566.50	\$583.50	\$601.00	\$619.03	\$637.60	\$656.73
Senior Managing Director	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Executive Vice President	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Managing Director	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Vice President	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Director	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
First Vice President	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
Director	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Vice President	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Senior Associate	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38	\$289.82	\$298.51
Associate	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24	\$260.84	\$268.66
Client Services Coordinator/Specialist	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41

\*Fully Loaded Hourly Rates include but are not necessarily limited to: labor, overhead and payroll burden.

**EXHIBIT 2: COMPENSATION SCHEDULE**

**Time and Material Only**

The Subcontractor named below proposes to provide all Services described in the Scope of Services for the fees set forth below.

**SUBCONTRACTOR NAME:** CBRE, Inc.

**CATEGORY:** 3. Consulting Services

Key Personnel (Title)	Maximum Fully-Loaded Hourly Rates 2018*	Maximum Fully-Loaded Hourly Rates 2019*	Maximum Fully-Loaded Hourly Rates 2020*	Maximum Fully-Loaded Hourly Rates 2021*	Maximum Fully-Loaded Hourly Rates 2022*	Maximum Fully-Loaded Hourly Rates (Option Year) 2023*	Maximum Fully-Loaded Hourly Rates (Option Year) 2024*
Chairman / Vice Chairman	\$550.00	\$566.50	\$583.50	\$601.00	\$619.03	\$637.60	\$656.73
Senior Managing Director	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Executive Vice President	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75	\$579.64	\$597.03
Managing Director	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Vice President	\$425.00	\$437.75	\$450.88	\$464.41	\$478.34	\$492.69	\$507.47
Senior Director	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
First Vice President	\$375.00	\$386.25	\$397.84	\$409.77	\$422.07	\$434.73	\$447.77
Director	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Vice President	\$325.00	\$334.75	\$344.79	\$355.14	\$365.79	\$376.76	\$388.07
Senior Associate	\$250.00	\$257.50	\$265.23	\$273.18	\$281.38	\$289.82	\$298.51
Associate	\$225.00	\$231.75	\$238.70	\$245.86	\$253.24	\$260.84	\$268.66
Client Services Coordinator/Specialist	\$100.00	\$103.00	\$106.09	\$109.27	\$112.55	\$115.93	\$119.41

**\*Fully Loaded Hourly Rates include but are not necessarily limited to: labor, overhead and payroll burden.**

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/05/2018

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

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

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	INSURER A: ACE Property & Casualty Insurance Co.	20699
	INSURER B: Zurich American Ins Co	16535
	INSURER C: American Zurich Ins Co	40142
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570072197735**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GL0838419916	03/01/2018	03/01/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			G27952501003	03/01/2018	03/01/2019	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC838419519 All Other States WC914173612 Wisconsin	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B					03/01/2018	03/01/2019	

Certificate No : 570072197735

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Specification No. 245659 and Contract (PO) No. 76213, Real Estate Appraisal, Brokerage and Consulting Services. City of Chicago is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability policy.

<b>CERTIFICATE HOLDER</b>  City of Chicago Department of Procurement Services Attn: Chief Procurement Officer 121 North LaSalle Street City Hall, Room 806 Chicago IL 60602 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>
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# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
07/05/2018

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105	
INSURED CBRE Group, Inc. and Subsidiaries 400 S Hope Street Los Angeles CA 90071 USA	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #: 570000034452		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Factory Mutual Insurance Co.		21482
	INSURER B:		
	INSURER C:		
INSURER D:			
INSURER E:			
INSURER F:			

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570072197734 REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Specification No. 245659 and Contract (PO) No. 76213, Real Estate Appraisal, Brokerage and Consulting Services.

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	1034746	03/01/2018	03/01/2019	BUILDING		
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	
		BASIC				BUILDING	BUSINESS INCOME	
		BROAD				CONTENTS	EXTRA EXPENSE	
		SPECIAL					RENTAL VALUE	
		EARTHQUAKE				BLANKET BUILDING		
		WIND				<input checked="" type="checkbox"/> BLANKET PERS PROP	\$1,000,000	
		FLOOD				BLANKET BLDG & PP		
	<input checked="" type="checkbox"/>	ALL RISK-Subject to Exclusions				<input checked="" type="checkbox"/> Business Income & Ex	Included	
	<input checked="" type="checkbox"/>	Bklt PP Ded				\$10,000		
	INLAND MARINE	TYPE OF POLICY						
	CAUSES OF LOSS	POLICY NUMBER						
	NAMED PERILS							
	CRIME							
	TYPE OF POLICY							
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

CERTIFICATE NUMBER: 570072197734



SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate is evidence only of property insurance covering CBRE owned personal property and improvements and betterments in CBRE offices in the United States. The Valuable Papers and Records sublimit on the current CBRE policy wording is 1,000,000 per occurrence except 10,000 per item for irreplaceable valuable papers and records not on a schedule on file with FM.

## CERTIFICATE HOLDER

## CANCELLATION

City of Chicago  
Department of Procurement Services  
Attn: Chief Procurement Officer  
121 North LaSalle Street  
City Hall, Room 806  
Chicago IL 60602 USA

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

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Northeast, Inc.*

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**EXHIBIT 4: MBE/WBE COMPLIANCE PLAN**

**CBRE**

321 North Clark Street  
Suite 3400  
Chicago, IL 60654

+1 312 935 1455 Tel  
+1 312 935 1880 Fax

jamie.georgas@cbre.com

www.cbre.com

July 2, 2018

Ms. Jamie L. Rhee  
Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid & Bond Room — Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

**Re: City of Chicago Specification No. 245659, Contract (PO) No. 76213  
Minority & Women Business Enterprises Commitment**

Dear Ms. Rhee:

CBRE, Inc. is committed to meet or exceed the City's participation goals of 25% MBE and 5% WBE for services in Category 1: Real Estate Appraisal Services, Category 2: Brokerage Services and Category 3: Consulting Services. We will work with a team of trusted subconsultants to reach those goals for the total dollar value of all Task Orders awarded under this contract.

With regards,



Jamie Georgas  
Managing Director

## **EXHIBIT 5: ECONOMIC DISCLOSURE STATEMENT CERTIFICATE OF FILING**

Consultants are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an Economic Disclosure Statement (EDS) inaccurate, obsolete, or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Consultant in default, terminating the contract for default, and declaring the Consultant ineligible for future contracts. Your contract also requires that you notify the City of any changes in ownership. If you have a change in ownership or any other change in EDS information to disclose, complete the online EDS, which includes a Disclosure of Retained Parties. Please submit an electronically signed, one-page EDS Certificate of Filing, which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: <https://webapps.cityofchicago.org/EDSWeb>.



CERTIFICATE OF FILING FOR  
CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 129519  
Certificate Printed on: 06/29/2018

Date of This Filing: 06/29/2018 11:36 AM  
Original Filing Date: 06/29/2018 11:36 AM

Disclosing Party: CBRE, Inc.  
Filed by: Mr. Martin Stern

Title: Senior Managing Director

Matter: Master Task Order Contract,  
Non-Target Market Real Estate Appraisal,  
Brokerage and Consulting Services  
Applicant: CBRE, Inc.  
Specification #: 245659  
Contract #: 76213

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <http://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

**EXHIBIT 6: STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION FOR CONSULTANT AND SUBCONTRACTORS**

**STATE OF ILLINOIS  
DRUG FREE WORKPLACE CERTIFICATION**

This certification is required by the Drug Free Workplace Act (111. Rev. Stat., Ch. 127, par. 152.31 1). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof; directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (A) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (B) Establish a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (D) Notifying the contracting or granting agency within ten ( 10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.
- (E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CBRE, Inc.

Printed Name of Organization



Signature of Authorized Representative

Jamie Georgas, Managing Director

Printed Name and Title

July 2, 2018

Date

## **EXHIBIT 7: LOCAL AND OTHER PREFERENCES, ADJUSTMENTS TO THE TASK ORDER EVALUATION SCORE**

### **A. City-based Businesses (Chicago Business Preference)**

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

“City-based business” means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

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

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

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference (“City Based Business Preference”) of two percent of the cost proposal, in accordance with section 2-92-412 of the MCC, to any qualified Respondent that is a prime contractor.

Respondents desiring to take advantage of the City Based Business Preference must submit documentation with their Proposal that Respondent is a City-Based Business: a “City-Based Business Affidavit” and a copy of any Chicago business license(s) if applicable.

### **B. Alternatively Powered Vehicles Proposal Incentive**

#### **i. Definitions for Alternatively Powered Vehicles Bid Incentive**

For purposes of this Section B only, the following definitions apply:

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

“Alternatively powered vehicle” means a vehicle that:

(a) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(b) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(c) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(d) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

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

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

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

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

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

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

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Proposal Incentive" means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

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

## **ii. Eligibility for Alternatively Powered Vehicles Proposal Incentive**

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a proposal incentive of 1/2% to the contract cost proposal of a qualified respondent when the qualified respondent is an eligible business.

The incentive is used only to calculate an amount to be used in evaluating the price, and it will not affect the price of any contract that may ultimately be awarded.

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

(b) As a condition of being awarded a contract after claiming this incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

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

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

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

### **C. Veteran-Owned Small Local Business Enterprises and Eligible Joint Ventures**

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

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

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

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

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

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

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

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

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

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

Bidders desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as a veteran-owned small local business or an eligible joint venture.

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

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.

#### **D. Commitment Regarding Business Enterprises Owned by People with Disabilities (BEPD)**

##### **i. Policy and Terms**

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

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

##### **ii. Definitions**

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

- (A) "Business Enterprises owned or operated by People with Disabilities" or "BEPD" has the same meaning ascribed to it in section 2-92-586.
- (B) "Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.
- (C) "Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**iii. Commitments**

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<b>% of total dollar contract amount performed by BEPD</b>	<b>Bid incentive</b>
2 to 5%	1% of the contract base bid
6 to 9%	2% of the contract base bid
10 to 13%	3% of the contract base bid
14% or more	4% of the contract base bid

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

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

**iv. Records and Reports**

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

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

### CITY-BASED BUSINESS AFFIDAVIT

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

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

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

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

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

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

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

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

(seal)

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

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

1. Is bidder a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")?     (    ) Yes             (    ) No

2. Street address of principal place of business: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

Bidder understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

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

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

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

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

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

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

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

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

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

Bidder must complete this form if it desires to be considered for the bid incentive as described in Section 2-92-418 of the Municipal Code of Chicago ("MCC") for Veteran-Owned Small Local Businesses and Eligible Joint Ventures. Bidders that do not complete this page will not be regarded as veteran-owned small local businesses or eligible joint ventures. In some circumstances application of this incentive will affect counting MBE or WBE participation when the small local business involved in claiming the incentive is an MBE or WBE, please consult DPS regulations. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

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

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

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

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

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

**BIDDER MUST COMPLETE THE APPLICABLE SIGNATURE LINE(S) ON THE FOLLOWING PAGE.**

**VETERAN-OWNED SMALL LOCAL BUSINESSES AND ELIGIBLE JOINT VENTURES Affidavit – signature page**

***Required Signature for All Applicants***

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

(Print or Type)

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

(Signature)

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

(Print or Type)

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

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

(Print or Type)

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

(Print or Type)

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

(Signature)

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

(Print or Type)

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

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

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

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

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

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

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

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

- 1. Contract title: \_\_\_\_\_  
Specification #: \_\_\_\_\_
  
- 2. The value of work performed by BEPD prime contractors or subcontractors (as defined in MCC 2-92-586 and the applicable bid solicitation) that Bidder commits to provide will be what percentage of the total dollar value of the contract?  
 2% to 5%-- 1% incentive       6% to 9%-- 2% incentive  
 10% to 13%-- 3% incentive       14% or greater-- 4% incentive

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

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

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

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

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

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

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

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

## EXHIBIT 8: CONTRACTUAL REQUIREMENTS RELATED TO HIPPA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by this Agreement or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City’s compliance with the Privacy Rule.
9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Consultant must either return all PHI to the City or destroy it, at the City’s option, upon termination or expiration of this Agreement.
12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

## EXHIBIT 9: DATA PROTECTION REQUIREMENTS FOR CONSULTANTS, VENDORS, AND THIRD-PARTIES

“Breach” means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

“Protected Information” means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

### 1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.4. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals,” available on the United States Department of Health and Human Services (HHS) website: <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at

Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at: [https://www.cityofchicago.org/city/en/depts/doi/supp\\_info/is-and-it-policies.html](https://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html) ("City Programs"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.”
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor’s custody.
- 1.13. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee’s states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors’ compliance with such obligations.