



# City of Chicago



O2022-3571

Office of the City Clerk

## Document Tracking Sheet

<b>Meeting Date:</b>	10/26/2022
<b>Sponsor(s):</b>	Lightfoot (Mayor)
<b>Type:</b>	Ordinance
<b>Title:</b>	Reciprocal Grant Agreement between Illinois Manufacturing Excellence Center (IMEC) and City of Chicago Department of Planning and Development to integrate services offered to small or medium manufacturers, for efficiency and growth of manufacturing
<b>Committee(s) Assignment:</b>	Committee on Finance

FIN



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

October 26, 2022

TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a renewed memorandum of understanding with the Illinois Manufacturing Excellence Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours.

A handwritten signature in black ink, reading "Lori E. Lightfoot".

Mayor

## **ORDINANCE**

WHEREAS, the City of Chicago (the "City") is a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois; and

WHEREAS, the Illinois Manufacturing Excellence Center, an Illinois not for profit corporation ("IMEC"), desires to cooperate with the City, acting through its Department of Planning and Development ("DPD"), to assist in implementing the City of Chicago's industrial plans and initiatives; and

WHEREAS, on September 12, 2012, the City Council of the City of Chicago enacted an ordinance authorizing the commissioner of the predecessor department to DPD, or his or her designee, to enter into a grant agreement between DPD's predecessor department and IMEC for a term not to exceed 10 years, which term terminated of its own accord on September 30, 2022, and the parties desire to continue the relationship; and

WHEREAS, DPD and IMEC wish to enter into a grant agreement in which (1) IMEC would grant to the City the services of IMEC staff to assist in implementing the City of Chicago's industrial plans and initiatives (Industrial Plans) and other policies and programs of DPD, (2) DPD would grant to IMEC the services of DPD staff with a value not to exceed \$150,000 per year (including salary, payroll-related taxes, insurance and fringe benefits), to support such Industrial Plans and other industrial policies and programs of DPD, and (3) the initial term would be two years, with DPD having the option of extending the term for additional two-year periods, for a total term not to exceed ten (10) years (collectively, the "Material Terms"); now, therefore,

### **BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The above recitals are incorporated herein by this reference.

**SECTION 2.** The Grant Agreement is hereby approved as described above. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner (collectively, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant Agreement which do not substantially modify the Material Terms. The Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements, amendments and instruments, and perform any and all acts as shall be necessary or advisable, in connection with the Grant Agreement, which do not substantially modify the Material Terms.

**SECTION 3.** To the extent that any ordinance, resolution, rule, order, or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

**SECTION 4.** This ordinance takes effect upon passage and approval.

**GRANT AGREEMENT**  
**BETWEEN**  
**ILLINOIS MANUFACTURING EXCELLENCE CENTER (IMEC)**  
**AND**  
**CITY OF CHICAGO DEPARTMENT OF PLANNING AND DEVELOPMENT**  
**FOR MANUFACTURING COMPETITIVENESS INITIATIVES**

**STATEMENT OF PURPOSE**

This Grant Agreement (Agreement) is entered into by and between the Illinois Manufacturing Excellence Center (IMEC), an Illinois not for profit corporation, and the City of Chicago, an Illinois municipal corporation, by and through its Department of Planning and Development (DPD), to serve small and medium sized manufacturers in Chicago for the period of October 1, 2022, through September 30, 2024, with extension options thereafter.

**RECITALS**

Whereas, the City of Chicago is home to over 3000 manufacturers, 99% of which are small and medium sized enterprises. The Chicago manufacturing sector is a historic strength and vital to the region's economic health. The manufacturing sector is witnessing dramatic shifts in workforce skills, automation, supply chains, and climate change implications that create vast opportunity for strengthening the sector and promoting inclusive economic growth;

Whereas, DPD is deeply committed to promoting economic development through manufacturing by helping existing businesses grow and by attracting new industry to the City. This is achieved by working in cooperation with community and business groups, elected officials, delegate agencies, and other community stakeholders;

Whereas, IMEC is a non-profit 501(c)(3) organization that serves as the state's U.S. Commerce National Institute of Standards and Technology's (NIST) Manufacturing Extension Partnership (MEP) and is therefore solely dedicated to the global competitiveness of small and medium sized manufacturing enterprises through technical assistance and other resources;

Whereas, both DPD and IMEC wish to deepen and expand on their decade of productive, trusting, and mutually beneficial collaboration in order to address the dramatic shifts underway in manufacturing. Both parties seek to make full use of their capabilities, maximize the effectiveness with which the two organizations work together to serve manufacturers, and minimize unnecessary duplication of resources. This MOU is consistent with and in support of the two organizations' missions;

Whereas, IMEC and DPD intend to leverage the capacity of both organizations to create an environment in which manufacturers and manufacturing can flourish in Chicago. As such, IMEC will serve as an integrated resource to implement city manufacturing sector initiative recommendations and policies;

Whereas, DPD and IMEC wish to enter into a grant agreement in which (1) IMEC would grant to the City the services of IMEC staff to assist in implementing the City of Chicago's industrial plans and initiatives (Industrial Plans) and other policies and programs of DPD, (2) DPD would grant to IMEC the services of DPD staff with a value not to exceed \$150,000 per year (including salary, payroll-related taxes, insurance and fringe benefits), to support such Industrial Plans and other industrial policies and programs of DPD, and (3) the initial term would be two years, with DPD having the option of extending the term for additional two-year periods, for a total term not to exceed ten (10) years;

Whereas, pursuant to an ordinance enacted on September 12, 2012, the City Council of the City of Chicago (City Council) authorized a grant agreement between DPD's predecessor department and IMEC for a term not to exceed 10 years, which term terminated of its own accord on September 30, 2022;

Whereas, pursuant to an ordinance enacted on \_\_\_\_\_, 2022, the City Council authorized the Commissioner of DPD or his designee to enter into a new grant agreement between DPD and IMEC for a term not to exceed 10 years, commencing on October 1, 2022;

Now, therefore:

## **INCORPORATION OF RECITALS**

The recitals above are incorporated herein.

## **OBJECTIVES/SCOPE OF WORK:**

### **IMEC and DPD agree to the following:**

The City of Chicago will provide the following to serve as match to federal program - the equivalent of one full-time staff person through portions of time from staff from DPD. This staff person will work with manufacturers and manufacturing support organizations as an in-kind match to IMEC. IMEC will allocate and leverage staff time, including a dedicated point person, to work with staff in DPD and support implementation of the City of Chicago's industrial initiatives. This staff person will be funded through the MEP program of IMEC.

### **IMEC agrees to the following:**

1. Work collaboratively with DPD and actively participate in City of Chicago manufacturing initiatives including support for the LIRI program.
  - a. Actively share data on sector and company-specific needs.
  - b. Share non-City economic incentive programs and opportunities with LIRI partners
  - c. Invite LIRI partners to events hosted by IMEC
2. Provide manufacturers direct technical assistance and assessments in areas such as workforce, operations and automation, supply chain, and market growth.
3. Strengthen employer leadership in hiring, retaining, and promoting diverse workforce and investing in equitable and inclusive incumbent workforce training and career pathways.
4. Provide quarterly reports on DPD-requested data and from quarterly MEP impact surveys that examine the results of manufacturer services including sales, cost savings, investments, and job creation and retention.
5. Provide DPD a list of the businesses IMEC engages with in the City of Chicago including services rendered including services provided to those businesses. Indicate if businesses were engaged under auspices of the MOU or through another City small business support program such as TIFWorks.
6. Provide IMEC point person's contact information upon approval of MOU.
7. **IMEC agrees to Submit Quarterly Report to DPD regarding the agreed objectives and scope of work on the following schedule and to meet with DPD as requested:**

<b>January 31</b>	for October/November/December
<b>April 30</b>	for January/February/March
<b>July 31</b>	for April/May/June
<b>October 31</b>	for July/August/September

### **DPD agrees to provide IMEC with the following:**

1. Provide for the contribution (grant) of DPD staff time with a value not to exceed \$150,000 per year (including salary, payroll-related taxes, insurance and fringe benefits) annually, as set forth on

Exhibit A hereto. This value shall not be reduced to cash; IMEC shall have no claim on the cash value of this grant.

2. The match amount shall not be provided from funds from another federal source or funds matching another federal source. These funds may include direct cost of services provided by state or local programs.
3. Maintain separate documentation of expenditures. Records shall be retained for a minimum of three years. IMEC or any of its funding partners reserve the right to audit this documentation at any time.
4. Provide IMEC in-kind match from the outreach and marketing efforts supporting manufacturing in the DPD service region.
5. **DPD agrees to Submit Quarterly Report of Expenditures for in-kind contributions, on the form set forth on Exhibit A hereto, to IMEC on the following schedule:**

<b>January 31</b>	for October/November/December
<b>April 30</b>	for January/February/March
<b>July 31</b>	for April/May/June
<b>October 31</b>	for July/August/September

## **TERMINATION**

This Agreement can be terminated by either party, whether for cause or without cause, upon 30 days notice to the other party.

[signatures on next page]

This Grant Agreement is entered into as of the date set forth above.

For IMEC:

For the City of Chicago, by and through its  
Department of Planning and Development

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David Boulay, President

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Maurice D. Cox, Commissioner

## ***Partner Expenditure Reporting Instructions***

### ***In-Kind Contributions***

In-kind contributions from partners are an important component of IMEC's contract with the National Institute of Standards and Technology's (NIST) Manufacturing Extension Partnership (MEP). The match documents proof of the partner's commitment to maximize resources for support of IMEC's mission to service manufacturers. With some exceptions, most of our partners' expenses qualify as in-kind contribution match for federal funding. In-kind contributions may be in the form of personnel costs, real property, supplies and other expendable property, and the value of goods and services.

IMEC cannot include as in-kind contribution, partner expenses for the following:

1. Expenses reimbursed directly by other federal funds.
2. Expenses that have already been used to match other federal dollars or other funding sources.
3. Unallowable expenses listed under OMB Circular A-122 such as advertising, lobbying, alcoholic beverages, and entertainment cost. For the complete list of unallowable cost, please refer to the circular at: <http://www.whitehouse.gov/omb/circulars/a122/a122.html>

### **Documenting In-Kind Contributions**

**Step 1** - Track level of effort dedicated to providing services to manufacturers as outlined in the partnership agreement. Please contact IMEC if you need assistance with this step.

**Step 2** - Complete the Staff Time and Effort Certification section with the following information for the time period specified:

1. Title of staff providing services for Partnership effort
2. Staff Name
3. Staff's salary + fringes for the reporting period
4. Percent effort dedicated to Partnership activities
5. Have each staff person sign

**Step 3** - Complete the Expenditures section. Include actual expenses for activities conducted within the agreement period (consistent with partner's fiscal accounting process). Apply the percent effort dedicated to the partnership activities. Calculate the allocated expenses.

**Step 4** - Fax the signed copies to 309-677-3289 or e-mail to [businessoffice@imec.org](mailto:businessoffice@imec.org) or mail signed copy to: IMEC, 1501 W Bradley Ave, Peoria, IL 61625



Partner Name:	City of Chicago
Address:	121 N LaSalle Street Rm 1003
City, State, Zip	Chicago, IL 60602
Contact:	Mary O'Connor
Phone:	312-744-0757
Time Period	Q4-October, November, December 2022
Scope of Work	Manufacturing Competitiveness Initiatives

**IMEC Partner Contribution**  
**Program:** Chicagoland  
Manufacturing Extension  
Partnership Program

Time and Effort Certification (for the time period specified above)			% Partnership Effort	Allocated Salary + Fringes	Signature
Title	Name	Salary + Fringes,			
Program Director	Nora L. Curry (as of November 2022)	\$	20%	\$	
Coordinator of Economic Development I	Fariduddin Muhammad (as of November 2022)	\$	80%	\$	
Total Personnel Salaries + Fringes for this Reporting Period				\$	

Other Expenditure Category	Total	% Partnership	Allocated	Additional Description
Travel & Training		0%	\$0	
Supplies		0%	\$0	
Contractual - Marketing (Printing, postage,		0%	\$0	
Contractual - Prof. Svc. (Contractual, legal,		0%	\$0	
Other Expenses (Facilities, insurance, etc.)		0%	\$0	
<b>Total Reported In-kind Expenditures</b>			<b>\$0</b>	

*The in-kind contributions reported by your organization to IMEC will be used as federal match by IMEC. The source of these matching funds may be provided by state or local programs. However, the matching funds cannot come from other federal funds nor may they be used as match on another program regardless of their source. I certify that to the best of my knowledge, the costs documented, and the effort reported for personnel reasonably reflect the actual time expended on activities covered by this agreement.*

Partner Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_

IMEC Approval:



CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
EDS Information Update  
EDS # 176959

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Illinois Manufacturing Excellence Center

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

1501 W Bradley Ave  
Peoria, IL 61625  
United States

C. Telephone:

309-677-4625

Fax:

D. Name of contact person:

Mr. Daniel Hofmann

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

Yes

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

**B. DISCLOSING PARTY IS A LEGAL ENTITY:**

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:** Mr. David Boulay  
**Title:** President  
**Role:** Officer

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**Officer/Director:** Mr. Mike Monahan  
**Title:** Vice President  
**Role:** Officer

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**Officer/Director:** Mr. Robert Barnett  
**Title:** Board Member  
**Role:** Director

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**Officer/Director:** Mr. Ken Carlton  
**Title:** Board Member  
**Role:** Director

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**Officer/Director:** Mr. David Fox  
**Title:** Board Member  
**Role:** Director

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**Officer/Director:** Mr. Scott Rempala  
**Title:** Board Member  
**Role:** Director  
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<b>Officer/Director:</b>	Mr. Mike Loquercio
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Ms. Michelle Drew Rodriguez
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Mr. Craig Van den Avont
<b>Title:</b>	Board Chairman
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Ms. Janet Garetto
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Ms. Ashley Moy
<b>Title:</b>	Board Director
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Mr. Jeff Taylor
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Ms. Karen Watson
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Ms. Marcia Ayala
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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<b>Officer/Director:</b>	Ms. Margy Sweeny
<b>Title:</b>	Board Member
<b>Role:</b>	Director
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1.a.5 Are there any members of the not-for-profit Disclosing Party which are legal entities?

No

### **SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

A. Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?

No

B. Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

No

D. Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code ("MCC")) in the Disclosing Party?

No

### **SECTION V -- CERTIFICATIONS**

#### **A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

#### **B. FURTHER CERTIFICATIONS**

1. [This certification applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e. an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

This matter is not a contract handled by the Department of Procurement Services

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

I certify the above to be true

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics).

I certify the above to be true

5. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

I certify the above to be true

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

I certify the above to be true

#### 8. [FOR APPLICANT ONLY]

- i. Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency" ; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

I certify the above to be true

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM")

I certify the above to be true

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/ subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

11. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law.

None

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies, as defined in MCC Section 2-32-455(b), the Disclosing Party

is not a "financial institution"

### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. Failure to comply with these disclosure requirements may make



any contract entered into with the City in connection with the Matter voidable by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

I can make the above verification

## **SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended

to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

I acknowledge and consent to the above

## **APPENDIX A - FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief

financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## **APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416??

No.

## **APPENDIX C-PROHIBITION ON WAGE & SALARY HISTORY SCREENING**

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385.

## **ADDITIONAL INFO**

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

None.

List of attachments uploaded by vendor

None.

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable appendices, are true, accurate and complete as of the date furnished to the City. Submission of this form constitutes making the oath associated with notarization.

/s/ 10/10/2022

Mr. Daniel Hofmann

Finance Manager

Illinois Manufacturing Excellence Center

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.