



Office of the City Clerk

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Date	Ver.	Action By	Action	Result
6/22/2016	1	City Council	Passed	Pass
6/20/2016	1	Committee on Special Events, Cultural Affairs and Recreation	Recommended to Pass	Pass
5/18/2016	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

May 18,2016

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

Ladies and Gentlemen:

At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance authorizing an agreement for Millennium Park beverage management services.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

WHEREAS, the Department of Cultural Affairs and Special Events of the City (the "Department") wishes to retain the services of a beverage operator on the east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (and such satellite locations in Millennium Park as determined by the Department); and

WHEREAS, the Department issued a Request for Proposal in 2016, and, after evaluating responses, selected Home Run Inn, Inc. d/b/a Home Run Inn Chicago 31 st (Home Run Inn) to manage the beverage operation; and

WHEREAS, the Department and Home Run Inn have agreed to the terms of the beverage operation, which are reflected in the Beverage Services Agreement which is attached hereto as Exhibit A; and

WHEREAS, the Department wishes for the City Council to authorize the Department to negotiate and enter into such Beverage Services Agreement;

NOW THEREFORE, it is ordained by the City Council of the City as follows:

1. The recitals are incorporated herein.
2. The Commissioner of the Department of Cultural Affairs and Special Events is authorized to negotiate and enter into a beverage services agreement with Home Run Inn, in substantially the form attached hereto as Exhibit A, with such other terms as determined by the Commissioner, provided that they are favorable to the City. The Commissioner is authorized to enter into such other ancillary documents as are necessary in connection with the beverage services agreement.
3. In accordance with Section 6-15 of the Liquor Control Act of 1934, as amended, alcoholic liquor may be sold or delivered pursuant to applicable provisions of the Municipal Code of Chicago by the beverage operation manager, at the concession location(s) as specified in the Agreement.
4. This ordinance is effective upon its passage and approval.

Exhibit A Beverage Services Agreement

AGREEMENT BETWEEN THE CITY OF CHICAGO (DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS)

AND
BEVERAGE SERVICES FOR MILLENNIUM PARK, JAY PRITZKER PAVILION

HOME RUN INN, INC.

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List of Exhibits

Exhibit A	Beverage Plan and Budget
Exhibit B	Organization and Staffing Chart
Exhibit C	Subcontractors
Exhibit D	MBE/WBE Special Conditions
Exhibit E	Schedules for Event
Exhibit F	Weekly Report Form
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EVENTS OF CHICAGO BEVERAGE SERVICES AGREEMENT

This Agreement is made this day of , 2016, by and between the Home Run Inn, Inc., an Illinois not-for-profit corporation ("Home Run Inn" or "Contractor"), and the City of Chicago, a municipal corporation and home rule government existing under the Constitution of the State of Illinois ("City"), acting through its Department of Cultural Affairs and Special Events ("DCASE") (the "Agreement").

BACKGROUND

Millennium Park (the "Park ") opened in July 2004 and instantly became one of Chicago's most vibrant and varied cultural assets. With approximately 80 days of beverage opportunities throughout the summer, the City has negotiated with Home Run Inn for the Beverage Services at the Park, in the Jay Pritzker Pavilion for the 2016 season. The goals of the beverage program are to: (1) provide first-class beverage service that complement the food truck offerings; (2) provide enhanced quality and value to Park visitors; (3) increase the friendliness and convenience of the Park to visitors, ultimately enhancing the image of the City; (4) optimize beverage revenues to the City. Home Run Inn warrants and represents it has experience and expertise in the management of Beverage Services (the "Services" as more specifically described in Section 3.1 of this Agreement). Home Run Inn warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the City and Home Run Inn agree as follows:

TERMS AND CONDITIONS

SECTION 1. INCORPORATION OF BACKGROUND INFORMATION

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

SECTION 2. DUTIES AND RESPONSIBILITIES OF THE CITY

2,1 City Discretion. The City has the sole and ultimate right of and authority for the selection and approval of all contracts related to the Park, including those with vendors and restaurants. In order to maintain the City's goal of providing cultural entertainment at a reasonable cost, Home Run Inn has no interest in or discretion over the content, production or location of any part of any of the events at the Park, except as expressly set forth in this Agreement.

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SECTION 3. DUTIES AND RESPONSIBILITIES OF HOME RUN INN

3.1 Scope of Services.

This description of Services is intended to be general in nature and is neither a complete description of the Home Run Inn's Services nor a limitation on the Services that the Home Run Inn is to provide under this Agreement. Home Run Inn must provide the Services in accordance with the standards of performance set forth in Section 3.2. Home Run Inn must perform, or cause to be performed, all Services hereunder in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Commissioner of DCASE ("Commissioner"). Home Run Inn has advised City that it can perform the Services in a commercially reasonable manner as such Services are described in this Agreement including Section 3.1, and has set forth various representations as to its credentials, experience, and ability to do so in its Response to the Request for Proposals dated April 5, 2016,. If Home Run Inn fails to perform the Services to the satisfaction of the Commissioner, it must perform again, or cause to be performed again, at its own expense, any and all Services which are required to be re-performed as a direct or indirect result of such failure. This provision will in no way be considered a limitation of the rights of the City against the Home Run Inn hereunder at law or in equity.

The Services that Home Run Inn must provide include, but are not limited to, those described in this Section 3.1.

1. BEVERAGE MANAGEMENT Beverage

Operations

Home Run Inn will manage the beverage operation at the Park, including but not limited to all ordering, storage, staffing of onsite vending locations and stocking of product. Beverages sold at the Park include but not limited to draft beer, wine, premium low alcohol beverages, bottled water, soft drinks and coffee. Home Run Inn must serve the beverages to the public in the most economical and effective manner to ensure attendee beverage needs are met while abiding by the laws governing the sale of alcohol. All beverage operations staff will be employees of Home Run Inn including but not limited to servers, stocking crews, supervisors, managers and age enforcement officers. Home Run Inn will ensure adequate staff is present to provide professional, efficient beverage service to Millennium Park patrons. Staff shall meet all physical requirements and training standards to perform his/her duties properly. All Contractor employees interfacing with Millennium Park patrons must wear clean and appropriate staff uniforms identifying themselves as part of the beverage operations. The uniforms will be predetermined and approved by the Commissioner. Gross revenues from all sales must be deposited by Home

Run Inn, daily, in a City account as designated by the City.

Home Run Inn will be required to submit a beverage plan and budget to the Commissioner of DCASE prior to starting operations within the Park which includes but is not limited to the detailed plans for the above. Such beverage plan and budget, as mutually agreed upon by the parties, will be attached to an incorporated in the Agreement as Exhibit A. The Beverage Plan and Budget may be modified by the parties in writing from time to time but shall at all times be consistent with the terms of the Agreement. Additionally, the following must be completed:

- a) Home Run Inn must meet with DCASE and beverage companies to determine quantities and pricing.
 - b) Home Run Inn must obtain all necessary licenses and meet necessary requirements including but not limited to any financial and background checks dictated by the City of Chicago or the State of Illinois. DCASE requires Home Run Inn to complete the application process for all required licenses within 15 days of the signed contract.
 - c) Home Run Inn must obtain the necessary State of Illinois Special Event license to vend at the Park, if applicable, and must obtain any other permits or licenses necessary to provide the Services. The City expressly reserves the right to: (1) restrict the vending of certain types of alcoholic beverages otherwise permitted at the Park or (2) completely prohibit the sale of alcoholic beverages at the Park.
 - d) Home Run Inn will prepare specifications for commodities, receive bids, make recommendations for vendors (if needed) and procure goods, services and product for beverage operations for the Park as detailed in Exhibit I I of the Agreement, and subject to the Beverage Plan in Exhibit A. DCASE will provide a payment to Home Run Inn to cover up-front costs for the following, including but not limited to, cost of goods sold, equipment and services as outlined in Exhibit H. Ownership of unsold product or unused consumable supplies or other goods or items for which City reimbursed Home Run Inn shall remain with the City. The Beverage Plan will reflect the terms regarding return of unsold goods/product to the City.
 - e) Home Run Inn must manage all aspects of the beverage operation on-site so that beverage sales are maximized and the highest quality of professionalism is maintained while also ensuring prudent, legal and responsible service to patrons.
- 1) Home Run Inn must feature the City's sponsors' beverages.

2. GENERAL RESPONSIBILITIES

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Attend requested planning meetings for the Park Assist DCASE in

maximizing Park food and beverage sales Create efficiencies and maintain best practices Cooperate with DCASE employees and subcontractors Adhere to all laws, policies and rules promulgated by City, sister agencies, State of Illinois and DCASE

3,2 Standard of Performance. Home Run Inn must perform, or cause to be performed, the Services with that degree of skill, care and diligence normally exercised by professionals performing such services for events of a scope, size and magnitude comparable to each of the Events. Home Run Inn must at all times act in the best interests of the City and consistent with the professional obligations assumed by it in entering into this Agreement.

3.3 Personnel. Home Run Inn must assign and maintain an adequate staff of competent personnel fully equipped, available as needed, and qualified to perform the Services including but not limited to beverage tent managers, supervisors and servers. Home Run Inn will include such persons and positions as identified in the Organization and Staffing Schedule, attached to this Agreement as Exhibit B and incorporated by this reference, as may be revised from time to time in accordance with this Agreement. Home Run Inn must not reassign or replace "Key Personnel," as defined in this Agreement, without prior consultation with the Commissioner. If Key Personnel are replaced or reassigned, Home Run Inn will give the City prior notice of such changes. For purposes of this Agreement, Key Personnel include the following:

A. B. C.

President

Director of Beverage Operations; Concession and Special Event Manager;

The City has the right to direct Home Run Inn to remove any personnel and to review and approve the replacement of Key Personnel, which approval will not be unreasonably withheld. Any costs of removal and replacement will be borne by Home Run Inn.

Home Run Inn will designate those individuals authorized to make decisions on behalf of Home Run Inn and will send at least one such individual to attend and report at requested meetings regarding the Park.

4 Cooperation. Home Run Inn must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Home Run Inn 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 Special Events in connection with the termination or expiration.

5 Salaries. Home Run Inn and its subcontractors must pay all salaries and wages due all

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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 Home Run Inn underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Home Run Inn, 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 Home Run Inn to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

6 Subcontractors. Home Run Inn has selected the subcontractors identified on Exhibit Ci attached to this Agreement and incorporated here by this reference, to perform the function(s) indicated there. If Home Run Inn cannot reach an agreement with any one of such subcontractors, then Home Run Inn must select another firm or individual approved by the Commissioner in writing and negotiate an agreement with that firm or individual approved by the Commissioner.

Home Run Inn will undertake to pay all lawful claims made against it by such subcontractors and all lawful claims made against it by other third persons arising out of or in connection with or because of its performance of this Agreement. Home Run Inn will also cause all of its subcontractors to pay all lawful claims made against them. If such lawful claims are not satisfied, the Comptroller is empowered to disburse such sums for and on account of Home Run Inn directly to the respective parties to which such sums are due and owing.

7 Nondiscrimination & MBE/WBE Requirements.

A. Federal Requirements

Home Run Inn must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Home Run Inn's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Home Run Inn must comply with, and the procedures Home Run Inn utilizes and the Services Home Run Inn provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the

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

B. State Requirements

Home Run Inn must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 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. Furthermore, Home Run Inn must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended,

and all other applicable state statutes, regulations and other laws.

C. City Requirements

Home Run Inn must comply with the Chicago Human Rights Ordinance, ch. 2-160, section 2-160-010 et seq. of the Chicago Municipal Code (1990), as amended, and all other applicable City ordinances and rules. Further, Home Run Inn must furnish or must cause each of its subcontractors(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Minority and Women Business Enterprises (MBE, WBE)

Home Run Inn must comply with the provisions of the Minority and Women Business Enterprise Ordinance, Section 2-92-420 et seq. of the Municipal Code of the City. Home Run Inn must include the provisions of this ordinance in every subcontractor agreement. In addition, Home Run Inn will, in the performance of this Agreement, abide by, and exert best efforts to achieve the participation goals set forth in the "Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment," a copy of which is attached to this Agreement as Exhibit D and incorporated by this reference. For the purposes of Exhibit D, the word "contractor" is considered to be Home Run Inn. Home Run Inn's completed schedules evidencing compliance will be incorporated into this Agreement as a part of Exhibit D.

E. Subcontractors

Home Run Inn must cause its subcontractors to comply with the requirements of

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this section. Home Run Inn agrees that all of the provisions of this section will be incorporated in all agreements entered into with any suppliers of materials, furnisher of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

3.8 Local Business Preference. Home Run Inn, in performing the Services under this Agreement, must use reasonable efforts to give first consideration to, and to utilize, those businesses, vendors and individuals located within the City limits for any goods or services it may require in performing the Services.

3.9 Insurance. Home Run Inn must provide and maintain at Home Run Inn's own expense, during the term of this Agreement, and, during any time period following expiration of the Agreement if Home Run Inn is required to return and perform additional services, the insurance coverages and requirements specified in Exhibit J and insuring Subcontractors including those listed in Exhibit C

3.10 Indemnification.

- A. Home Run Inn must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- 1) injury, death or damage of or to any person or property;
 - 2) any infringement or violation of any property right (including any patent, trademark or copyright);
 - 3) Home Run Inn's failure to perform or cause to be performed its covenants and obligations as and when required under this Agreement, including its failure to perform its obligations to any subcontractor;
 - 4) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and
 - 5) injuries to or death of any employee of Home Run Inn or any subcontractor under any workers compensation statute.
- B. " Losses" means, individually and collectively, liabilities of every kind, including losses, 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, judgments or settlements, any or all of which in any way arise out of or relate to the Home Run Inn's breach of this Agreement or to Home Run Inn's negligent or otherwise wrongful acts or omissions or those of its officers,

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- agents, employees, consultants, subcontractors or licensees.
- C. At the City Corporation Counsel's option, Home Run Inn 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 the Home Run Inn of any of its obligations under this Agreement. 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.
- D. To the extent permissible by law, Home Run Inn waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of the Home Run Inn that may be subject to 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, any other statute or judicial decision.
- E. The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Home Run Inn's performance of Services beyond the term. Home Run Inn 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 Home Run Inn's duties under this Agreement, including the insurance requirements under Section 3.9.

11 Compliance with Laws. Home Run Inn must at all times observe and comply with all applicable federal, state and local laws, ordinances, rules, regulations and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provision(s) required by law, ordinance, rules, regulations or executive orders to be inserted in this Agreement will be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement will be physically amended to make such insertion; however, in no event will the failure to insert such provision(s) prevent the enforcement of this Agreement.

12 No Assignment. Home Run Inn must not assign, delegate or otherwise transfer all or any part of the Services under this Agreement without the prior authorization of the City Council. The City has the right to assign all or any part of its interest in the Agreement. Should the City assign any or all of its interest in this Agreement, the City shall give Home Run Inn notice of such assignment. Home Run Inn must not transfer or assign any funds or claims due or to become due under this Agreement, in whole or in part, or any interest in them. Any

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delegation, transfer or assignment of Services, without prior written consent, or funds or claims constitutes an event of default under this Agreement.

3.13 Confidentiality. Recognizing the necessity for confidentiality, Home Run Inn will not make available any reports, information or data to anyone other than Home Run Inn's officials and employees without the prior written approval of the Commissioner. The prior written approval of the Commissioner is required before Home Run Inn or any of its employees, officers or agents may, at any time either before, during or after any of the Events make any statement to the media or issue any material or publication relating to any of the Events through any media or communication.

If Home Run Inn, its officers, agents or employees and any subcontractors or subconsultants are presented with a subpoena duces tecum pertaining to any of the Events or records, data, or documents prepared and maintained in connection with this Agreement, then the person or entities must immediately give notice to the City and its Corporation Counsel with the understanding that the City will have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third parties.

14 Records, (i) Home Run Inn must deliver or cause to be delivered to the City all documents, including all deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Home Run Inn fails to make such delivery upon demand, then Home Run Inn must pay to the City any damages the City may sustain by reason of Home Run Inn's failure.

(ii) Home Run Inn must maintain any such records including deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement, or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Home Run Inn must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with Article 10.

In addition to the records stored by Home Run Inn, all records that are possessed by Home Run Inn in

its service to the City to perform a governmental function are public records of the City 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 Home Run Inn receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

15 Audits. The City may in its sole discretion audit the records of Home Run Inn or its subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Home Run Inn or any of its subcontractors has overcharged the City in the audited period, the City will notify Home Run Inn. Home Run Inn must then promptly reimburse the City for any amounts the City has paid Home Run Inn due to

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the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Home Run Inn 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;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Home Run Inn must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Home Run Inn to reimburse the City in accordance with Section A or B above is an event of default under Section 8.2 of this Agreement, and Home Run Inn will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

SECTION 4. ARTICLE TERM OF PERFORMANCE

4.1 Term of Performance. This Agreement takes effect as of the date in the preamble (" Effective Date") and continues for twelve (12) months or until this Agreement is terminated in accordance with its terms, whichever occurs first.

4.2 Timeliness of Performance. Contractor must provide the Services within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 5 and Exhibit E. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section may result in economic or other losses to the City.

Neither Contractor nor Contractor's 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 Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

SECTION 5. SCHEDULES & REPORTS

5.1 Schedules. Home Run Inn must, in its proposed schedule and in performing the Services, comply with the projected dates set forth in the proposed Events' schedules attached as Exhibit E. Home Run Inn must not sell beverages at times that Events are not scheduled at the Park during the term of the Agreement. If Home Run Inn is unable to perform the Services in accordance with the established schedule for reasons beyond Home Run Inn's reasonable control, the City may, in its sole discretion, grant extensions of time. The Home Run Inn must obtain the prior written approval of the Commissioner with respect to any such extension.

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5.2 Weekly Reports. During the term of this Agreement, Home Run Inn must, upon request, submit weekly reports to the Commissioner. Such reports may be verbal or in writing, in the sole discretion of the Commissioner, and cover the information set forth in the form attached to this Agreement as Exhibit F.

3 Periodic Reports. Home Run Inn must prepare in a timely manner all such other reports which the Commissioner may reasonably request.

4 Final Reports. Home Run Inn must provide the City with at a minimum weekly sales reports as well as submit no later than 30 work days after the Park's last scheduled event, a written Final Beverage Operations Report covering all aspects of its participation and the performance of its Services under this Agreement. The report must be in substantially the form as attached to this Agreement as Exhibit G. Home Run Inn will provide the City with a detailed accounting of the actual reimbursable expenses as part of these reports. The detailed accounting will include original invoices received by Home Run Inn, payroll journals, general ledger and transaction journals.

5 Completion of Services . Home Run Inn will be considered to have concluded its Services under this Agreement at such time as it has performed all of the Services and its other duties and responsibilities under this Agreement, including but not limited to its submission of all required reports. In no event will Home Run Inn be considered to have concluded its Services prior to the completion of the audit for the Events.

SECTION 6. COMPENSATION

6.1 Fixed Fee.

Home Run Inn will receive a yearly management fee for beverage services in the total amount of \$72,000.00. "The City will pay Home Run Inn the management fee in three equal installments, the first within 30 days of execution of the Agreement, the second on August 1, and the final payment, upon submission of the Final Beverage Operations Report."

Home Run Inn will be eligible for the following incentive bonus based on final gross sales:

1. If sales reach 95% of 2015 sales, then a 1% of gross sales bonus will apply or

If sales match 100% of 2015 sales, then a 1.5% of gross sales bonus will apply or

If sales reach 105% of 2015 sales, then a 2% of

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gross sales bonus will apply

The payment for the bonus will be paid out once the Final Beverage Operations Report is received by the City. Home Run Inn acknowledges that the 2015 sales is in the amount of \$ 593,995.07.

6.2 Reimbursable Expenses. The City will reimburse Home Run Inn for certain direct costs and expenses incurred in the satisfactory performance of Home Run Inn's Services required under this Agreement, subject to the City's approval of such costs and expenses prior to their being incurred. ANY DIRECT COST OR EXPENSE WHICH IS NOT LISTED IN EXHIBIT H WILL NOT BE INCLUDED AS A REIMBURSABLE COST OR EXPENSE WITHOUT AN AMENDMENT TO THIS AGREEMENT. The reasonableness, allocability of all costs and expenses incurred by Home Run Inn under this Agreement will be determined in the sole discretion of the Commissioner and the Comptroller. All costs eligible for reimbursement must be related to the Services provided under this Agreement. Reimbursable expenses may not exceed \$400,000. Any increase in reimbursable expenses requires an amendment in accordance with Section 10.3 of this Agreement. Subject to the second sentence in this section, reimbursable expenses may include expenses in the following categories and as indicated in detail in Exhibit I I, which is attached to this Agreement and incorporated here by this reference:

- A. Subcontractor Agreements.
- B. Capital and Special Equipment.
- C. Beverage Operating Expenses.
- D. Vendor Selection and Training Expenses

6.3 Method of Payment of Reimbursable Expenses

The Commissioner may make advance payments to Home Run Inn to be used for expenses that are reimbursable under this Agreement. If the Commissioner makes such payments, Home Run Inn must submit, along with the Final Report required by Section 5.4, payment for any amounts advanced by the City in excess of the total amount of expenses reimbursable pursuant to Section 6.2 of this Agreement.

If the City elects not to make advance payments pursuant to this Section 6.3, then Home Run Inn must submit to the City no later than the 1-5th day of each calendar month, commencing with the first calendar month following execution of this Agreement and continuing until the completion of the Services, an invoice identifying the payment due for the prior 30 days and a memorandum detailing the Home Run Inn's expenses. The invoiced amount will represent all amounts Home Run Inn is owed for that period pursuant to this Agreement. The invoice will further be prepared in such form and in such detail as the City may require and

will be supported by all documents as may be reasonably requested by the City. The City will process properly

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completed invoices for payment within 30 days of the receipt of acceptable invoices and any supporting documentation necessary for the City to verify the Services provided under this Agreement.

4 **Funding**

The source of funds for payments under this Agreement is Fund number 355, and any disbursements therefrom are subject to the availability of funds.

5 **Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Home Run Inn 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 Home Run Inn except that no payments will be made or due to Home Run Inn under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

SECTION 7. SPECIAL CONDITIONS

7.1 Independent Contractor. 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 Home Run Inn and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Home Run Inn must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

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

- A. The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with Home Run Inn performing the Services required under this Agreement. .
- B. Home Run Inn is not entitled to membership in the City of Chicago 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 of Chicago.
- C. The City of Chicago is not required to deduct or withhold any taxes, FICA

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or other deductions from any compensation provided to Home Run Inn.

7.2 Warranties and Representations. In connection with the execution of this Agreement, Home Run Inn:

- A. warrants that it, and each of its members if a joint venture, is financially solvent; that it, and each of its members if a joint venture, its employees, agents, officials and subcontractors of any tier are competent to perform the Services required under this Agreement; and that Home Run Inn is legally authorized to execute and perform or cause to be performed this Agreement under its terms and conditions;
- B. warrants that it, and each of its members if a joint venture, and to the best of its knowledge, its subcontractors are not at the time of the execution of this Agreement in arrears with respect to any City taxes imposed by and owed to the State of Illinois (65 ILCS 5/11-42.1-1);
- C. warrants that it will not knowingly use the services of any ineligible Home Run Inn employee or subcontractor for any purpose in the performance of Home Run Inn's Services under this Agreement;
- D. warrants that it, and each of its members if a joint venture, and its subcontractors are not in default at the time of the execution of this Agreement, or considered by the City to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract or loan awarded by the City;
- E. represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; that from its own analysis it understands the nature of the Services and has satisfied itself as to the nature of all things needed for the performance of this Agreement; and that the time available to it for such examination, analysis, inspection and investigation was adequate;
- F. represents that the Agreement is feasible of performance in accordance with all of its provisions and requirements and that it warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- G. represents that it and each of its members, if a joint venture, are not in violation of the provisions of Section 2-92-320 of the Municipal Code of the City of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

H. represents that if it conducts any business operations in Northern Ireland,

in accordance with Section 2-92-580 of the Municipal Code of Chicago, the Home Run Inn must 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 111. Law S 3220);

- I. ^acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to this Agreement and incorporated by reference, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced the Home Run Inn to enter into this Agreement or has been relied upon by Home Run Inn including any with reference to: (1) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (2) the nature, quantity, quality or size of any materials, equipment, labor, and other facilities needed for the performance of this Agreement; (3) the general conditions which may in any way affect this Agreement or its performance; (4) the compensation provisions of the Agreement; or (5) any other matters, whether similar to or different from those referred to in (1) through (5) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions regarding this Agreement, the performance of this Agreement or those employed or connected or concerned with this Agreement;
- J. acknowledges that it was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it reviewed these documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Home Run Inn expressly hereby 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 thereon or making any other claim on account of such omission:
- K. acknowledges that it understands and agrees that all certifications, affidavits, or acknowledgments made under oath in connection with this Agreement are made under penalty of perjury, and, if false, are also cause for termination pursuant to Section 8.1 and 8.2 of this Agreement; and
- L. warrants and represents that neither Home Run Inn nor any Affiliate of Home Run Inn appears on any of the following lists maintained by the

other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. "Affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

7.3 Non-Liability of Public Employees. No member, official or employee of the City will be personally liable to Home Run Inn in the event of any default or breach by the City for any amount which may become due to the Home Run Inn, or on any obligation under the terms of this Agreement.

7.4 Right to Set-off.

- A. In accordance with Chapter 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any of set-off) available to the City of Chicago ("City") under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the contracting party to the City. For the 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 sum of money owed to the City for which the period granted for payment has expired.
- B. Notwithstanding the provisions of subsection (A) above, no such debt(s) or outstanding violation complaint(s) will be offset from the contract if one or more of the following conditions are met:
 - 1. the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts

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owed to the City and the contracting party is in compliance with the agreement;
or

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

- 5 Business Relationships with Elected Officials. Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC § 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.

6 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 contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor 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, 2015 is \$13.00 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.

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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 contractors 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 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 Contractor 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 Contractor must pay the prevailing wage.

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

7.7 Chicago "Living Wage" Ordinance

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

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- (i) If Home Run Inn has 25 or more full-time employees, and
- ii) If at any time during the performance of this Agreement, Home Run Inn and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- iii) Home Run Inn must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage") for all Services performed under this Agreement.

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

c) As of July 1, 2015, the Base Wage is \$12.13 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term

of this Agreement, the Home Run Inn and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Home Run Inn and all other Performing Parties must pay the prevailing wage rates.

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

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

7.7 Prohibition on Certain Contributions - Mayoral Executive Order No. 11-4

Home Run Inn agrees that Home Run Inn, any person or entity who directly or indirectly

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has an ownership or beneficial interest in Home Run Inn of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Home Run Inn's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Home Run Inn and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Agreement or Other Contract, including while this Agreement or Other Contract is executory, (ii) the term of this Agreement or any Other Contract between the Home Run Inn and the City, and/or (iii) any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Home Run Inn 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 Home Run Inn or the date Home Run Inn approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Home Run Inn agrees that it 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.

Home Run Inn agrees that the Identified Parties must not engage in any conduct whatsoever designed to

intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Home Run Inn agrees that a 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. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Home Run Inn violates this provision or Mayoral Executive Order No. 11.4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Home Run Inn's bid.

For purposes of this provision:

"Other Contract" means any other agreement with the City of Chicago to which Home

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Run Inn is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

7.8 Environmental Warranties and Representations

"In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Home Run Inn warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

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

During the period while this Agreement is executory, Home Run Inn's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at

the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

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

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

7.9 Firms Owned or Operated by Individuals with Disabilities

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

7.10 Ethics

a) Home Run Inn warrants:

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

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

b) Home Run Inn must comply with Chapter 2-156 of the Municipal Code. Home Run Inn 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.

SECTION 8. DEFAULT, REMEDIES, TERMINATION 8.1 Events of

Default Defined.

The following constitute events of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Home Run Inn to the City.
- B. The Home Run Inn's material failure to perform any of its obligations under this Agreement including the following:

1. Failure due to a reason or circumstances within the Home Run Inn's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
2. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the City or inability to perform the Services satisfactorily as a result of insolvency, filing for

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bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 4. Discontinuance of the Services for reasons within the Home Run Inn's reasonable control; and
 5. Failure to comply with any other material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination.
 6. Failure to comply with Section 3.11 in the performance of the Agreement.
 7. Home Run Inn's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.
- C. Any change in ownership or control of Home Run Inn without the prior written approval of the City, which approval the City will not unreasonably withhold.
- D. Home Run Inn's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Home Run Inn acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other Agreements.

8.2 Remedies. The occurrence of any event of default which Home Run Inn has failed to cure, or to cause to be cured, within three (3) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default, or where, if such event of default cannot be reasonably cured within three (3) calendar days after notice, Home Run Inn has failed, in the sole opinion of the City, to commence and continue, or to cause to be commenced and continued, diligent efforts to cure, will permit the City to declare Home Run Inn in default. Whether to declare Home Run Inn in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the Commissioner to terminate the Agreement or pursue any other remedy or remedies, will be provided to Home Run Inn and such decision is final and effective upon Home Run Inn's receipt, as defined in this Agreement, of such notice. After giving of a default notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services required under this

Agreement or any part of them as agent for and at the cost of Home Run

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Inn, either directly or through others. Home Run Inn has, in that event, the right to offset from the cost the amount it would have cost the City under the terms and conditions of this Agreement, had Home Run Inn completed the Services. Upon the City's notification to Home Run Inn that it intends to invoke this remedy, any and all interest Home Run Inn may have in or under any agreements with subcontractors automatically vests in the City. In the case of any contract assigned and accepted by the City, Home Run Inn will remain liable to the subcontractor for any claim, suit or cause of action based on or the result of any error, omission, negligence, fraud, willful or intentionally tortious conduct or any other negligent or wrongful act or omission, or breach of contract by Home Run Inn, its officers, employees or agents arising prior to such assignment to the City, when such claim, suit or cause of action has not been discharged, disposed or otherwise resolved as of that date.

- B. 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 City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of Home Run Inn's compensation under this Agreement.
- F. The right to deem Home Run Inn non-responsible in future contracts to be awarded by the City.
- G. The right to declare default on any other contract or agreement Home Run Inn may have with the City.

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

The remedies under the terms of the 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 City deems expedient.

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8.3 Early Termination. In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by advanced notice in writing from the City to Home Run Inn, or if sufficient funds have not been appropriated for

the City to meet its obligations with respect to this Agreement or any of the Events. The City will give notice to Home Run Inn in accordance with the provisions of Section 10.8. The effective date of termination will be the date the notice is received by Home Run Inn or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease. In addition, Home Run Inn must deliver to the City all materials that may have been accumulated in performing this Agreement, whether completed or in the process, and any products purchased by Home Run Inn the costs of which had been previously reimbursed by the City to Home Run Inn, and such products will become the property of the City. Payment for the work performed before the effective date of such termination will be based upon an estimate of the Services actually performed by Home Run Inn to the date of the termination. Such estimate will be mutually agreed upon by the Commissioner, the City of Chicago and Home Run Inn. Such payment so made to Home Run Inn will be in full settlement for Services rendered under this Agreement.

Home Run Inn 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 City arising from termination of subcontracts after the early termination. Home Run Inn will not be entitled to make any early termination claims against the City resulting from any subcontractor's claims against Home Run Inn or the City to the extent inconsistent with this provision.

If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 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 8.3.

SECTION 9. ADDITIONAL CITY PROVISIONS

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

9.2 Ineligibility to do Business with City.

Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the

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Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Contract voidable or subject to termination, at the option of the Chief Procurement Officer. Contractor agrees that Contractor's failure to maintain eligibility (or failure by Controlling Persons to maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default.

9.3 Duty to Report Corrupt or Unlawful Activity

Pursuant to §2-156-018 of the Municipal Code, it is the duty of Home Run Inn 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 §1-23-020 of the Municipal Code. Knowing failure to make such a report will be an event of default under this Agreement. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

9.2 SHAKMAN

i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

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(iv) In the event of any communication to Contractor by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement. Contractor will also cooperate with any inquiries by OIG Hiring Oversight related to the contract.

SECTION 10. GENERAL CONDITIONS

10.1 Entire Agreement. This Agreement, and the exhibits attached to it and

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

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

3 Amendments. No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part of it, are valid unless in writing and signed by the authorized agent of Home Run Inn and the Commissioner and the Comptroller of the City of Chicago, or their respective successors and assigns.

4 Conflict of Interest. 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 has nor will have a personal financial interest, direct or indirect, in this Agreement or the production of any of the Events. The conflict of interest provisions of Chapter 2-156 of the Municipal Code and Mayoral Executive Orders are incorporated by reference.

5 Governing Law. This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Home Run Inn irrevocably submits itself to the original jurisdiction of those 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 Agreement. Service of process on Home Run Inn 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 Agreement, by registered or certified mail addressed to the office actually maintained by Home Run Inn, or by personal delivery on any officer, director, or managing or general agent of Home Run Inn. If any action is brought by Home Run Inn against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

6 Interpretation. Any headings in this Agreement are solely for convenience of reference and do not define or limit the provisions of this Agreement. Words of any gender will

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be considered and construed to include correlative words of the other gender. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be considered to include all supplements and amendments to any such exhibits or documents entered into in accordance with the terms of this Agreement. All references to any person or entity will be considered to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

10.7 Severability. If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable on its face or as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, municipal 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, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Agreement does not affect the remaining portions of this Agreement or any part of it.

10.8 Notices. Any notice required or permitted to be given under this Agreement must be in writing, and the mailing of such notice by certified mail, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party may, by notice in writing, designate for itself, constitutes service of notice under this Agreement two (2) business days after the mailing of such notice:

IF TO THE CITY: Department of Cultural Affairs and Special Events
Chicago Cultural Center 78 E. Washington St.. Ste 400
Chicago, Illinois 60602 Attn: Michelle T. Boone,
Commissioner

WITH COPY TO: Office of the Corporation Counsel
City Hall - Room 600 121 North LaSalle
Street Chicago, Illinois 60602 Attention:
Corporation Counsel

IF TO HOME RUN INN: Home Run Inn, Inc.
4254 W. 31st St. Chicago, IL60623
Attention: President

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WITH COPY TO:

Attention:

Any such notice may be served by personal delivery. Such delivery constitutes service of notice on the date of such delivery.

10.9 Economic Disclosure Statement and Affidavit. Home Run Inn must complete, and must cause each of its members if a partnership or joint venture, and its subcontractors to complete, as applicable, an Economic Disclosure Statement and Affidavit, which includes Disclosure of Retained Parties, and such other affidavits or certifications as may be required by federal, state, or local law in the award of public contracts, all to be collectively attached to this Agreement as Exhibit I and incorporated by this reference. Notwithstanding acceptance by the City of the EDS, Home Run Inn's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Home Run Inn must

promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Home Run Inn agrees that Home Run Inn's failure to maintain current throughout the term and any extensions of the term, the disclosures and information pertaining to ineligibility to do business with the City under Chapter 1-23 of the Municipal Code, as such is required under Sec. 2-154-020, shall constitute an event of default.

10.10 Incorporation of Exhibits.

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

Exhibit A	Beverage Plan and Budget
Exhibit B	Organization and Staffing Chart
Exhibit C	Subcontractors
Exhibit D	MBE/WBE Special Conditions and Schedules C-1 and D-1
Exhibit E	Schedules for Event
Exhibit F	Weekly Report Form
Exhibit G	Final Report Form
Exhibit I I	Reimbursable Expenses
Exhibit I	Economic Disclosure Statement and Affidavit
Exhibit J	Insurance Requirements and Certificate of Insurance

10.11 Authority.

Execution of this Agreement by Home Run Inn is authorized by a resolution passed by the Executive Committee of its Board of Directors on

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SIGNED at Chicago, Illinois: CITY OF

CHICAGO

Commissioner
Department of Cultural Affairs and Special Events

HOME RUN INN, INC.

By:

Print Name:

Its: President / Executive Director

ATTEST:

By:

Its:

Subscribed and sworn to before me

this day of , 20

Seal:

(Notary Public) My commission expires

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Exhibit A Beverage Plan and Budget

2016 Jay Pritzker Pavilion Beverage Operation Budget Schedule of
Revenues and Expenses

BEVERAGE REVENUE Beer Sales Wine Sales Non-Alch Sales

total Beverage Sales

LABOR Bar Staff Private Security Private Armed Security Payro II Taxes and Insurance Total Labor Costs

OPERATING EXPENSES

Cups

C02

Ice

Office Supplies Bar Supplies Liquor Licenses Wristbands CC Processing Fees Truck Rental Radio Rental Tent

Rental Barricade Rental Utility Vehicle Rental Table Rental POS Subscription Linens

Total Operating Expenses

	Budget	%
\$ 364,653.50	61.39%	
\$ 142,289.53	23.95%	
\$ 87,052.04	14.66%	
\$ 593,995.07		

\$ 137,450.46	23.14%
\$ 2,400.00	0.40%
\$ 1,200.00	0.20%
<u>\$ 6,872.52</u>	<u>1.16%</u>
\$ 147,922.98	24.90%

\$ 10,305.81	1.74%
\$ 3,705.57	0.62%
\$ 13,611.42	2.29%
\$ 816.69	0.14%
\$ 816.69	0.14%
\$ 2,200.00	0.37%
\$ 4,781.66	0.81%
\$ 2,969.97	0.50%
\$ 600.00	0.10%
\$ 1,500.00	0.25%
\$ 5,490.00	0.92%
\$ 600.00	0.10%
\$ 1,073.26	0.18%
\$ 565.00	0.10%
\$ 1,329.00	0.22%
<u>\$ 680.57</u>	<u>0.11%</u>
\$ 51,045.63	8.59%

Operating Profit

YEAR 1 CAPITAL EXPENSES

Sign Printing

Bar Construction

Barrels for use as High Boys

POS System

Portable Rolling Bar

Pop Up 8x8 Tents

Total Capital Expenses

\$	1,920.00	0.32%
\$	3,450.00	0.58%
\$	500.00	0.08%
\$	11,643.00	1.96%
\$	1,189.00	0.20%
\$	1,617.00	0.27%
\$	20,319.00	3.42%

Total 2016 Expenses Management Fee Net 2016 Profit

\$ 219,287.62 \$ 72,000.00 \$ 302,707.45

36.92% 12.12% 50.96%

Exhibit B Organization and Staffing Chart

Organization Chart

Exhibit C Subcontractors

Subcontractor

Safety Security Systems 4036 N Nashville Ave Chicago, IL 60634

Mesirow Insurance Services 1500 S. Lakeside Drive Bannockburn, IL 60015

The WEBstaurant Store 2205 Old Philadelphia Pike Lancaster, PA 17602-3400

Welding Industrial Supply Company 2200 N Western Ave Chicago, IL 60647

Harris Ice 3927 W 5th Ave Chicago, IL 60624

Staples Inc. 500 Staples Dr. Framingham, MA 01702

Restaurant Depot 1030 W Division St Chicago, IL 60642

MedTech Wristbands 7380 Sand Lake Rd Orlando, FL 32819

Revel Systems 1608 S Ashland Ave Chicago, IL 60608

Beverage tent security for ' ticketed shows

Payroll Insurance \$ 11,137.00

Cups, portable rolling bar \$ 11,494.81

C02 \$ 3,705.57

Ice \$ 13,611.42

Office Supplies \$ 816.69

Bar Supplies \$ 816.69

Wristbands \$ 4,781.66

POS hardware, POS \$ 15,941.97

subscription, cc

processing fees,

Ryder Transportation Services 840 W Kinzie Chicago, IL 60610

AV Chicago 619 W Taylor St Chicago, IL 60607

Classic Party Rentals 9480 W 55th St McCook, IL 60525

Tent, barricade and table rental

United Rental 3233 W. 36th St Chicago, IL 60632

Roscoe

3535 W. Harrison St. Chicago, IL 60624

American Signs by Tomorrow 2834 N Halsted St Chicago, IL 60657

Jam Construction Solutions 5504 S. Brainard Ave Suite C Countryside, IL 60525

Lexington Barrel Warehouse 140 Dewey Dr. Nicholasville, KY 40356

E-Z Up Instant Shelters 1900 Second St. Norco, CA 92860

Exhibit D

MBE/VBE Special Conditions and Schedules C-1 and D-1

Minority and Women Owned Business Enterprise Commitment

In addition to the commitment set forth on the following pages, Home Run Inn agrees to continue to work with DCASE to identify additional MBE/WBE participation opportunities.

MBE/WBE SPECIAL CONDITIONS AND SCHEDULES

ARTICLE 1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES 1.1. 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%

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 as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both 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 Contract Specific Goals.

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

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

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Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 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 mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. 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.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

"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.

"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 Contract 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.

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"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract 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. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all 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.

"Mentor-Protege Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to MCC 2-92-535 that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority 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.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"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.

1.3. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
 - 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 for which it is at risk;
 - iii. Each joint venture partner executes the bid to 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 all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.

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- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met' by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

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

- c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- 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.

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.

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-I for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

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Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm 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. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract 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 Contract Specific Goals.
- 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 Contract 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 Contract 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 Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract 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 Contract Specific Goals; or

M/WBE Special Conditions for Commodities & Services 11.29.2013

- ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in 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 Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract 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.

1.5. 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 is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

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

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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.

1.5.1. Direct / Indirect Participation

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

- 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 or indirect 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 bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - o Name, address, telephone number and email of MBE/WBE firms solicited;
 - o Date and time of contact;
 - o 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:
 - o Project identification and location;
 - o Classification/commodity of work items for which quotations were sought;
 - o Date, item and location for acceptance of subcontractor bid proposals;
 - o Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - o Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;
 - 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.

OR

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- 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).
 - o A listing of all potential subcontractors contacted for a quotation on that work item;
 - o 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:
 - o The City's estimate for the work under a specific subcontract;
 - o The bidder's own estimate for the work under the subcontract;
 - o An average of the bona fide prices quoted for the subcontract;
 - o Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

2. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder 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 initial bid due date.

The notice requirement of this Section will be satisfied if a bidder 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 prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

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 bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 1.5 "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 contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

1.6. Procedure to Determine Bid Compliance

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

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.

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

- 1) **Schedule C-I: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**
The bidder must submit the appropriate Schedule C-I with the bid for each MBE and WBE included on the Schedule D-I. Suppliers must submit the Schedule C-I for Suppliers, first tier subcontractors must submit a Schedule C-I for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-I for second tier Subcontractors. The City encourages subcontractors to utilize the electronic tillable format Schedule C-I. which is available at the Department of Procurement Services website, <<http://cityofchicago.org/forms>>. Each Schedule C-I 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-I has been submitted with the bid, an executed original Schedule C-I must be submitted by the bidder for each MBE and WBE included on the Schedule D-I within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-I 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-I. must conform to their stated Area of Specialty.
- 3) **Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**
If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3. "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 proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel

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employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

- 4) **Schedule D-I: Required Schedules Regarding MBE/WBE Utilization**
Bidders must submit, together with the bid, a completed Schedule D-I committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic tillable format Schedule D-I. 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 1.5 "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-I. 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-I must conform to those presented in the submitted Schedule C-I. If Schedule C-I is submitted after the opening, the bidder may submit a revised Schedule D-I (executed and notarized to conform with the Schedules C-I). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial 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-1 and D-I.

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

5) **Application for Approval of Mentor Protege Agreement**

Any applications for City approval of a Mentor Protege agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

1.7. 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 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 prime 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

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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.

1.8. Changes to Compliance Plan

1.8.1. 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 Protege Agreement.

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1.8.2. 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 Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- 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.

1.9. 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; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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.

1.10. 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

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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.

1.11. 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.

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1.12. 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-I: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-I: Compliance Plan Regarding MBE/WBE Utilization

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Attachment A -Assist Agency List

0^> iIM^ PROCUREMENT ^/ BjpggtTJ SERVICES

V^ff^fr^ DEPARTMENT OF

CITY OF CHICAGO ASSIST AGENCY LIST

American Brotherhood of Contractors 935 West 175th Street Chatham Business Association Small Business
Homewood, Illinois 60430 Phone: (773)491-5640 Email: Development, Inc. 8441 S. Cottage Grove Avenue
arba@constructive-business.com <mailto:arba@constructive-business.com> Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)
business.com> Asian American Business Expo 207 East C994-9871 Email: melkelcba@sbcglobal.net
St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax<mailto:melkelcba@sbcglobal.net> Web:
312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org www.cbaworks.org <http://www.cbaworks.org>
<mailto:Janny@AsianAmericanBusinessExpo.org> Asian Chicago Area Gay & Lesbian Chamber of Commerce
American Institute 4753 N. Broadway St. Suite 904 Chicago 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-
60640 Phone: (773) 271-0899. Fax:(773)271-1982 Email: 0167 Fax: (773) 303-0168 Email: info@glchamber.org
kfemicola@aaichicago.org <mailto:kfemicola@aaichicago.org> <mailto:info@glchamber.org> Web:
Web: www.aaichicago.org <http://www.aaichicago.org> www.alchamber.org <http://www.alchamber.org>
Association of Asian Construction Enterprises 333 N. Ogden Chicago Minority Supplier Development Council, Inc.
Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: 105 W. Adams, Suite 2300 Chicago, IL 60603-6233
nakmancorp@aol.com <mailto:nakmancorp@aol.com> Bl Phone: (312) 755-8880 Fax: (312) 755-8890 Email:
Contractors United 400 W. 76th Street, Suite 200 Chicago, pbarreda@chicagomsdc.org
60620 Phone: (773) 483-4000 Fax:(773)483-4150 Email: <mailto:pbarreda@chicagomsdc.org> Web:
bcunewera@att.net <mailto:bcunewera@att.net> Web: www.chicagomsdc.org <http://www.chicagomsdc.org>
www.blackcontractorsunited.com Chicago Urban League 4510 S. Michigan Ave.
<http://www.blackcontractorsunited.com> Cosmopolitan Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773)
Chamber of Commerce 203 N.Wabash, Suite 518 Chicago 285-7772 Email:
60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: Dresident@thechicagoourbanleaue.org
ccarey@cosmococ.org <mailto:ccarey@cosmococ.org> W<mailto:Dresident@thechicagoourbanleaue.org> Web:
www.cosmochamber.org <http://www.cosmochamber.org> www.cul-chicago.org <http://www.cul-chicago.org>
Eighteenth Street Development Corporation 1843 South Chicago Women in Trades (CWIT) 4425 S. Western
Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 FBlvd. Chicago, IL 60609-3032 Phone: (773) 376-1450
(773)-353-1683 asoto@eiahteenthstreet.org Fax: (312) 942-0802 Email: cwitinfo@cwit2.org
<mailto:asoto@eiahteenthstreet.org> <mailto:cwitinfo@cwit2.org> Web:
www.chicagowomenintrades.org
<http://www.chicagowomenintrades.org> Coalition for
United Community Labor Force 1253 W. 63rd Street
Chicago, IL 60636 Phone: (312) 243-5149 Email:
johnrev.hatchett@comcast.net
<mailto:johnrev.hatchett@comcast.net>

www.eighteenthstreet.org <http://www.eighteenthstreet.org>

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City of Chicago Department of Procurement Services - Assist Agencies (cont'd)

Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239
Email: fwcchicago@aol.com <<mailto:fwcchicago@aol.com>>
Web: www.fwcchicago.com <<http://www.fwcchicago.com>>

Hispanic American Construction Industry Association (HACIA)
650 West Lake Street Chicago, IL 60661 Phone: (312) 666-5910 Fax: (312) 666-5692 Email: info@haciaworks.org
<<mailto:info@haciaworks.org>> Web: www.haciaworkfcs.org <<http://www.haciaworkfcs.org>>

Illinois Hispanic Chamber of Commerce
855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Email: oduque@ihccbbusiness.net <<mailto:oduque@ihccbbusiness.net>>
Web: www.ihccbbusiness.net <<http://www.ihccbbusiness.net>>

Latin American Chamber of Commerce 3512 West Fullerton Avenue Chicago, IL 60647 Phone: (773) 252-5211 Fax: (773) 252-7065
Email: Emailkd.lorenzopadron@latinamericanchamberofcommerce.com <<mailto:Emailkd.lorenzopadron@latinamericanchamberofcommerce.com>> Web: www.latinamericanchamberofcommerce.com <<http://www.latinamericanchamberofcommerce.com>>

National Organization of Minority Engineers
33 West Monroe Suite 1540
Chicago, Illinois 60603
Phone: (312) 425-9560
Fax: (312) 425-9564
Email: shandy@infrastructure-eng.com <<mailto:shandy@infrastructure-eng.com>>
Web: www.nomeonline.org <<http://www.nomeonline.org>>

National Association of Women Business Owners
Chicago Chapter
230 E. Ohio, Suite 400
Chicago, IL 60611
Phone: (312) 224-2605
Fax: (312) 6448557
Email: info@nawbochicago.org <<mailto:info@nawbochicago.org>>
Web: www.nawbochicago.org <<http://www.nawbochicago.org>>

Rainbow/PUSH Coalition
International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2781
Fax: (773) 373-4104
Email: bevans@rainbowpush.org <<mailto:bevans@rainbowpush.org>>
Web: www.rainbowpush.org <<http://www.rainbowpush.org>>

South Shore Chamber, Incorporated
Black United Funds Bldg.
1750 E. 71st 5th Fl.
Chicago, IL 60649-2000
Phone: (773) 955-9508
Email: ssshorechamber@sbcglobal.net <<http://lobal.net>>
Web: www.southshorechamberinc.org <<http://www.southshorechamberinc.org>>

Suburban Minority Contractors Association
1250 Grove Ave. Suite 200
Barrington, IL 60010
Phone: (847) 852-5010
Fax: (847) 382-1787
Email: aprilcobra@hotmail.com <<mailto:aprilcobra@hotmail.com>>

Web: www.suburbanblackcontractors.org <<http://www.suburbanblackcontractors.org>>

Women Construction Owners & Executives (WCOE)
Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418
Email: mkm@mkmservices.com <<mailto:mkm@mkmservices.com>>
Web: www.wcoeusa.org <<http://www.wcoeusa.org>>

Women's Business Development Center
8 South Michigan Ave., Suite 400
Chicago, IL 60603
Phone: (312) 853-3477
Fax: (312) 853-0145
Email: fcuny@wbdc.org <<mailto:fcuny@wbdc.org>>
Web: www.wbdc.org <<http://www.wbdc.org>>

M/WBE Special Conditions for Commodities & Services 11.29.2013

Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals

On Bidder/Proposer's Letterhead - SEND TO THE ASSIST AGENCIES - DO NOT SEND TO THE CITY

RETURN RECEIPT REQUESTED

(Date)

Specification No.: 124799

Project Description: Environmental Response Services for Various Categories

(Assist Agency Name and Address - SEND TO THE ASSIST AGENCIES - DO NOT SEND TO THE CITY)

Dear ■ :

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

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

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

Name of Company Representative at Address/Phone

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

M/WBE Special Conditions for Commodities & Services 11.29 2013

Monica Jimenez, Deputy Procurement Officer Department of Procurement Services City of Chicago
121 North La Salle Street, Room 806 Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at Sincerely,

M/WBE Special Conditions for Commodities & Services 11.29 2013

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 MBEA/VBE'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-MBEA/VBE 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:

Page 1 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

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 aN 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:

Page 2 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

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 MBEA/VBE firm, or the joint venture.

M/WBE Special Conditions for Commodities & Services 11.29.2013

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

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)
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If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

A. Currently employed by non-MBE/WBE (number)	Employed by MBE/WBE
---	---------------------

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

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

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

M/WBE Special Conditions for Commodities & Services 11.29.2013

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-MBEA/VBE Partner
Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date Date

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

(names or 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) Page 5 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule C-I: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

SCHEDULE C-1
MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant
FOR
NON-CONSTRUCTION PROJECTS ONLY

Project Name:

Specification No.:

From:

(Name of MBE/WBE Firm)

To:

(Name of Prime Contractor)

and the City of Chicago.

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, 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 work listed or attached to this schedule.

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

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

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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

The undersigned has entered into a formal written mentor/protege agreement as a subcontractor/protege with you as a Prime Contractor/mentor: () Yes - () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

(Signature of the undersigned or authorized agent or authorized agent)

(Name of undersigned in legible print)

(Title & phone number)

08/2013

Page 1 of 1

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-I: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

FOR
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Contractor I
PROJECTS ONLY
SCHEDULE D-1 NON-CONSTRUCTION

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED.
DUPLICATE AS NEEDED.

Project Name.

Specification No:

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of

(Name of Prime Consultant/Contractor)

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

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached)

I. Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract

1. Name of MBE/WBE:

Address:

Contact Person

Phone Number

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy) () Yes () No Add'l Percentage Claimed.¹ %

Total Participation %

2. Name of MBE/WBE:

Address:

Contact Person.

¹ 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 protege firm.

Percentage of Participation %

Mentor Protege Agreement (attach executed copy) () Yes () No Add'l Percentage Claimed %

Total Participation %,

3. Name of MBE/WBE

Address

Contact Person:

Phone Number

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy)' () Yes () No Add'l Percentage Claimed %

Total Participation %

4. Name of MBE/WBE

Address:

Contact Person:

Phone Number.

Dollar Value of Participation S

Percentage of Participation %

Mentor Protege Agreement (attach executed copy). () Yes () No Add'l Percentage Claimed. _%

Total Participation %

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE

Address:

Contact Person:

08/2013

Page 2 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number

Dollar Value of Participation S

Percentage of Participation %

Mentor Protege Agreement (attach executed copy) () Yes () No Add'l Percentage Claimed %

Total Participation %

2. Name of MBE/WBE

Address'

Contact Person

Phone Number

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy) () Yes () No Add'l Percentage Claimed %

Total Participation %

3. Name of MBE/WBE

Address ■

Contact Person

Phone Number.

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy)' () Yes () No Add'l Percentage Claimed: %

Total Participation %

4. Name of MBE/WBE

Address'

Contact Person:

Phone Number:

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed' %

Total Participation %

5. Attach Additional Sheets as Needed

08/2013

Page 3 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan III. Summary of MBE/WBE Proposal A.

MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name

Dollar Amount Participation (S) Percent Amount Participation (%)

Total Direct MBE Participation

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
---------------	----------------------------------	----------------------------------

Total Indirect MBE Participation

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name .	Dollar Amount Participation (\$)	Percent Amount Participation (%)
-----------------	----------------------------------	----------------------------------

Total Direct WBE Participation

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
---------------	----------------------------------	----------------------------------

Total Indirect WBE Participation

08/2013

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Page 4 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime 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.

03/2013

- Page 5 of 5

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-I: Affidavit of Implementation of MBE/WBE Goals and Participation Plan

SCHEDULE D-1

Compliance Plan Regarding MBEAABE Utilization Affidavit of Prime Contractor

**FOR
NON-CONSTRUCTION PROJECTS ONLY**

MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.

Project Name' Beverage Concession Services for Millennium Park, Jay Pritzker Pavillion

Specification No.,

in connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of Hnmp Rim Inn Inc.

(Nanyj of Prime Craisu Hani/Contractor)

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

All MBEA/VQE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

Direct Participation of MBE/WBE Firms:

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as Joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture

f). Complete this section for each MBEA/WBE Subcontractor/Supplier/Consultant participating on this contract'

1. Name of MBE/WBE: Harris Ice Company

Address 3927 W 5th Ave Chicago IL 60624

Contact Person: Janeen Carter

Phone Number: 773-826-3110

Dollar Value of Participation \$ 10,000 (estimate based on concession history, weather dependent)

Percentage of Participation % Dependent on final terms of contract.

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed ¹ %

Total Participation % Dependent on final terms of contract.

2. Name of MBE/WBE:

Address:

Contact Person

¹ 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

01/2013

Pubis ¹ or ²

M/WBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

Phone Number

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation %

3. Name of MBE/WBE-

Address ■

Contact Person:

Phone Number

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed: %

Total Participation %

4. Name of MBE/WBE:

Address:

Contact Person.

Phone Number:

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed- %

Total Participation %

6. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBEA/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEA/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE:

Address

Contact Person.

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Page 2 of 2

WBE Special Conditions for Commodities & Services 11.29.2013

Schedule O-I: Prime Contractor Affidavit-WBE Compliance Plan

Phone Number

Dollar Value of Participation \$

Percentage of Participation % ;

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed. %

Total Participation %

2. Name of MBE/WBE-

Address.

Contact Person:

Phone Number ,

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed' %

Total Participation %

3. Name of MBE/WBE:

Address. ;

Contact Person. .

Phone Number

Dollar Value of Participation \$

Percentage of Participation %

Mentor Protege Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed %

Total Participation %

4. Name of MBEAA/be:

Address:

Conlaol Person:

Phone Number:

Dollar Value of Participation

Percentage of Participation %

Mentor Protege Agreement (attach executed copy). () Yes () No Add'l Percentage Claimed. %

Total Participation %

6. Attach Additlional Sheets as Needed

06/2013

Page 3 015

M/WBE Special Conditions for Commodities & Services J 1.29.2013

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. A.

Summary of MBE/WBE Proposal MBE Proposal (Direct S Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Harris Ice Compnay	Est. \$10,000	Dependant on final terms.

Total Direct MBE Participation	Est. \$10,000	Dependant on final terms.
--------------------------------	---------------	---------------------------

2. MBE Indirect Participation

MBE Finn Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
---------------	----------------------------------	----------------------------------

Total Indirect MBE Participation

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (<\$)	Percent Amount Participation (%)
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Total Direct WBE Participation

2. WBE _p_g_ Participation

WBE Firm Name	Dollar Amount Participation (S)	Percent Amount Participation (%)
---------------	------------------------------------	-------------------------------------

Total Indirect WBE Participation

Page s of 5

Vf/IVBE Special Conditions for Commodities & Services 11.29.2013

Schedule D-1: Prime Contractor Affidovlt-MBE/WBE Compliance Plan

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ime Comra«o|L_3es_nat.8 the following i»i
The Prime Contractot_ies_riat.8 the followingiporwn ao Its MBE/WBE Liaison Officej

{Name. Please Print or Type)

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 BEHALP OP THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Noma of Pilmo Contractor - Print or Type) (Signature/ / /

2-~7 ■ /<=

(Name/Title of An1_rt-Print or Type) '

(Dale) //
On thlB ___day tffXpUJL^ 20 J__ the above signed officer ^-=-^'-7V ^^lJu
1^ 'ONama of Affiant)

V

personally appeared and, known by me to be the person described In the roregolng Affidavit, acknowledged that (s)he executed the same In (he capacity staled therein and for the purposes therein contained.

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

"OFFICIAL SEAL" GERI ANN YARKA Notary Public, Slate of Illinois My Commission Expires 4/9/2018

Pn JO SolS

M/WBE Special Conditions for Commodities _ Services 11.29.2011

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Schedule C-I: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant

FOR
NON-CONSTRUCTION PROJECTS ONLY

SCHEDULE CM

MBEA/VP5 Utter of intent to Perform fl9 a. Subcontractor, Supplier, or Consultant

Beverage Concession Services for

Project Name: Millenium Park @ Jay Pritzker Pavilion specification no.: 023105

From: Harris Ice Company

(NailleofMBBVVBEFiii))

To: Home Run Inn

(Noma ol Prime Contractor)

and the City of Chicago.

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Delivery nfico

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

99lh nnhi»B IQ Si nO por hag Npl an nay*

SUB-3SUBGO CONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any or the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: if any of the MBE or WBE scope of work will be subcontracted, list the name of (the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE or red it will not be given (or work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

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

The undersigned has entered into a formal written mentor/protege agreement as a subcontractor/protege with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

04/21/2016

Walker Harris/ President, Owner

harrisicel@sbcglobal.net 773-826-3110

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Page 1 of 1

M/IOE Special Conditions for Commodities & Services 11.29.2013

OFFICE OF CONTRACT COMPLIANCE JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60620 • (312) 603-SS02

December 16,2015

Mr, Walker Harris, President Harris Ice Company,
Inc. 3927 WestSth Avenue Chicago, IL 60624

Annual Certification Expires: December 29,2016

Dear Mr. Khan:

Congratulations on your continued eligibility for Certification as a Minority Business Enterprise (MBE) by Cook County Government. This MBE Certification is valid until December 29,2016.

As a condition of continued Certification, you must file a "Recertification Affidavit" within sixty (60) days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within fifteen (15) business days of such changes.

Cook County Government may commence action to remove your firm as a MBE vendor if you fail to notify us of any changes of facts affecting your firm's certification, or if your firm otherwise fails to cooperate with the County in any Inquiry or Investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/ or Veteran Business Enterprise in the area(s) of specialty:

MANUFACTURER AND DISTRIBUTOR OF CRUSHED AND CUBED ICE

Your firm's participation on County contracts will be credited toward MBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE goals will be given only for work performed in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez Contract Compliance Director

JG/ehw

Department of Procurement Services

JUN 10 2013 CITY OF CHICAGO

Walker Harris Harris Ice Company, Inc. 3927
West 5th Avenue Chicago, IL 60624

Dear Mr. Wilson:

We are pleased to inform you that your firm is certified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 06/01/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 06/01/2014, 06/01/2015, 06/01/2016, and 06/01/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 06/01/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 04/01/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

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Harris Ice Company, Inc. MBE Recertification

- File your annual No-Change Affidavit within the required time period;
 - » Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting Instances or suspicions of fraud or abuse to the City's Inspector General at chlcagoinspectorgeneral.org <<http://chlcagoinspectorgeneral.org>>, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining,, a contract with the City by falsely representing the individual or entity, or the Individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firms' name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code:

424990	Ice Merchant Wholesalers
312113	Ice Manufacturing

Your firms' participation on City contracts will be credited only toward Minority-Owned Business Enterprise goals In your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that Is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority-Owned Business Enterprise (MBE) Program,

Sincerely,

JLR/dw

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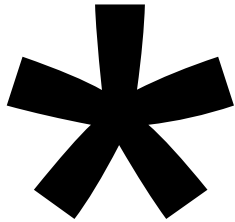
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2016 Jay Pritzker Pavilion Beverage Operations Financial Report

Sales

COST OF GOODS SOLD Beer Wine

Non-Alcoholic Drinks Total Beverage Sales

LABOR Bar Staff Private Security Off Duty CPD
Payroll Taxes and Insurance Total Labor Costs

Total Direct Costs Gross Profit

Exhibit G Final Report Form

2016 Jay Pritzker Pavilion Beverage Operations Financial Report

Year to Date

Sales

REVENUE Beer Sales Wine Sales Non-Alcoholic Drinks Total Beverage
Sales

COST OF GOODS SOLD Beer Wine
Non-Alcoholic Drinks Total Beverage Sales

LABOR Bar Staff Private Security Off Duty CPD
Payroll Taxes and Insurance Total Labor Costs

OPERATING EXPENSES Cups C02 Ice
Office Supplies Bar Supplies Liquor Licenses Wristbands CC Processing
Fees Truck Rental Radio Rental Tent Rental Barricade Rental Utility Vehicle
Rental Table Rental POS Subscription Linens
Total Operating Expenses

Total Expenses Net Profit

Exhibit H Reimbursable Exp Exhibit I

Economic Disclosure Statement and Affidavit (including Disclosure of Retained Parties)

2016 REIMBURSEABLE EXPENSES FOR BEVERAGE
OPERATIONS

Products sold
Beverage line staff and tent supervisors Beverage operation managers
Storage operations personnel Inventory control personnel
Equipment and services necessary for beverage operation excluding the East Pad tent Payroll operation and staff ID
control staff

Any necessary payroll and sales taxes Payroll software
Refrigerated and dry storage equipment Fuel
Computer and tablet rental or purchase Necessary storage facility rental
Postage and photocopy costs Office supplies Bank charges
Necessary background checks Tools, brushes, pallet jack, etc. Bar
mops and aprons Wristbands
Product service supplies Cups
Co2 and nitrogen Ice
Insurance and license Payroll, clerical and admin fees Trucks

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT
Related to Contract/Amendment/Solicitation EDS #83791**

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS: Home Run Inn Inc.

Enter d/b/a if applicable:

Home Run Inn Chicago 31st

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

urrxcca-ol.cl.s-^-.

C. Telephone:

Fax: Email:

D. Name of contact person:

Mr. Alan Mitchell Potekin

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which

this EDS pertains:

Beverage Concession Services for Millennium Park Jay Pritzker Pavillion

Which City agency or department is requesting this EDS?

DEPT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

Specification Number

023105

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the

Disclosing Party: Privately held business corporation

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?

No

-2 -

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:

Title:

Officer

Officer/Director:

Secretary-Officer

Mr. Daniel Costello
President
Officer

2. Ownership Information

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Perrino Group Inc - 100% - EDS 84778

Owner Details

Name Address

Perrino Group Inc 1300 International Parkway
Woodridge, IL 60517 United States

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

-3-

No

SECTION IV DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party 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 Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative 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 Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing

Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

NO

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code 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?

No

B. FURTHER CERTIFICATIONS

-4-

1. Pursuant to Municipal Code Chapter 1-23. Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.I. 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, within a five-year period preceding 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding 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

-5-

3. 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, 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

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

-6-

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. 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 \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

No

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.

- 7 -

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 VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

SECTION VII ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html <<http://www.cityofchicago.org/city/en/depts/ethics.html>>. 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 the applicable ordinances.

I acknowledge and consent to the above The Disclosing Party

understands and agrees that:

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- 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 transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above The Disclosing Party represents and warrants that:

F. 1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

- 9 -

F.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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 corporate officers of the Disclosing Party, 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 percent 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?

- 10 -

No

APPENDIX B - BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

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

No

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.

List of vendor attachments uploaded by City staff 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 on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/05/10/2016

Mr. Alan Mitchell Potekin
Concession and Special Event Manager
Home Run Inn Inc.

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.

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT Related to Contract/Amendment/Solicitation EDS # 84778

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting the EDS: Perrino Group Inc

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

a legal entity holding a direct or indirect interest in the Applicant

The Disclosing Party holds an interest in Home Run Inn Inc. and EDS is

83791

B. Business address of the Disclosing Party:

C. Telephone: Fax:

Email:

D. Name of contact person: Mr. Alan Potekim

E. Federal Employer Identification No. (if you have one):

SECTION II - DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the

Disclosing Party: Privately held business corporation

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? No

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:

Title:

Role:

Mr. Joe Perino CEO

Officer

Officer/Director:

Title:

Role:

Officer/Director:

Title:

Role:

Mr. Mark Carlson Corporate Secretary Officer

Mr. Kevin Costello

Treasurer

Officer

2. Ownership Information

Please confirm ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party (your entity). Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate, or other similar entity. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

As reported by the Disclosing Party, the immediate owner(s) of the Disclosing Party is/are listed below:

- Joe Perino 2004 Gift Trust - 33.3334%
- Lucretia Costello 2004 Gift Trust - 33.3333%
- Marilyn Carlson 2004 Gift Trust - 33.3333%

Owner Details

Name Address Joe Perino 2004 Gift Trust ■
Trust Jupiter, FL 33477
United States

Lucretia Costello 2004 Gift Trust

Marilyn Carlson 2004 Gift Trust

Oak Lawn, IL 60453 United States

Park Ridge, IL 60068 United States

SECTION III - BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal

Code, with any City elected official in the 12 months before the date this EDS is signed?

No

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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Under Municipal Code 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?

No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23. Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. 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, within a five-year period preceding 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;

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- 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding 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

3. 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, 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

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5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists

maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. 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 \$20 per recipient.

None

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, 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

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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 -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at www.cityofchicago.org/city/en/depts/ethics.html <<http://www.cityofchicago.org/city/en/depts/ethics.html>>, 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 the applicable ordinances.

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

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transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above The Disclosing Party represents and warrants that:

F. 1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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,

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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 corporate officers of the Disclosing Party, 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 percent 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

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

No

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.

List of attachments uploaded by vendor

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None.

CERTIFICATION

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

/s/05/10/2016 Mr. Alan Potekim Office
Administrator Perrino Group Inc

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.

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Exhibit J

CONTRACT INSURANCE REQUIREMENTS

Department of Cultural Affairs and Special Events Millennium Park
Concession

Insurance To Be Provided

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

1) Workers Compensation and Employers Liability

Workers Compensation Insurance as prescribed by applicable law, covering all employees who are to perform services under this Agreement and Employers Liability coverage.

Statutory limits, with Coverage B - Employers Liability limits of:

Bodily Injury by Accident	\$100,000	Each Accident
Bodily Injury by Disease	\$100,000	Each Employee
Bodily Injury by Disease	\$500,000	Policy Limit

2) Commercial General Liability

Commercial General Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence 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, medical payments, independent contractors, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by Agreement must be named as an additional insureds under the policy. Such

additional insured coverage shall be provided on ISO form CG 2026 or a form acceptable to City. The additional insured coverage must not have any limiting endorsements or language under the policy such as but not limited to, Respondent's sole negligence or the additional insured's vicarious liability. Respondent's liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Respondent must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured and others as required by Agreement with the City on a primary, non-contributory basis.

Additional Requirements

Evidence of Insurance. Respondent must furnish the City, Department of Cultural Affairs and Special Events, Contract Administrator, 78 E. Washington, 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.

Respondent must submit evidence of insurance prior to Agreement award. 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Respondent showing compliance with the requirements of the Agreement is not a waiver by the City of any requirements for Respondent to obtain and maintain the specified coverages. Respondent 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 Respondent 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. Respondent must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.
- 4) Insurance Requirements for subcontractors. Respondent must require all subcontractors to provide the insurance required herein, or Respondent may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this Agreement. Respondent shall be responsible for verifying each subcontractor complies with the required insurance provisions herein, and Respondent must ensure that the City is an additional insured on insurance required from subcontractor.
- 5) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Respondent.
- 6) Waiver of Subrogation. Respondent hereby grants to the City a waiver of any right of subrogation which any insurer of said Respondent may acquire against the City by virtue of the payment of any loss under such insurance. Respondent 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 Respondent Liabilities. The Respondent expressly understands and agrees that any overages and

limits furnished by Respondent in no way limit the Respondent'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 Respondent 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 Respondent. If Respondent maintains higher limits than the minimums required herein, the City requires and shall be entitled to coverage for the higher limits maintained by the Respondent. 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 Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.
- 12) Other Insurance Obtained by Respondent. If Respondent or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.
- 13) City Property and Respondent Property. Respondent is responsible for all loss or damage to City property at full replacement cost. Respondent is responsible for all loss or damage to personal property (including material, equipment, tools and supplies) owned, rented or used by Respondent.
- 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.

Client*: 73974 H0MERUN1

ACORD, . CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2016

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 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).

PRODUCER P&C North - Commercial Mesirow Insurance Services 1500
S. Lakeside Drive Bannockburn, IL 60015

CONTACT NAME:

SJ8. n^o. ex.): 847 444-1060

£jg. Nol: 847 444-27

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC#

insurer a : Charter Oak Fire Ins25615

insurer b : Continental Casualty20443

insurer c: Travelers Indemnity C25666

INSURER D :

INSURED Home Run Inn Pizza Sheffield, Inc. Home Run Inn, Inc. 3215
N. Sheffield Avenue Chicago, IL 60657

INSURER E :

INSURER F :

CERTIFICATE 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 CONTRACTOR 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

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE OCCUR



Liquor Liability

PROJECT

POLICY OTHER:

GEN'L AGGREGATE LIMIT APPLIES PER: LOC

AUTOMOBILE LIABILITY

ANY AUTO ALL OWNED AUTOS

HIRED AUTOS

UMBRELLA LIAB EXCESS LIAB

POLICY NUMBER

6302295C873COF15

8102295C873IND15 \$1,000 Comp Ded \$1,000 Coll Ded \$2,000 Comp Ded \$2,000 Coll Ded

4031261530

POLICY EFF POLICY EXP (MM/DP/YYYY) (MM/OO/yYYY)

12/31/2016 EACH OCCURRENCE

occurreneci

MED EXP (Any one person)

PERSONAL &ADV INJURY

GENERAL AGGREGATE

12/31/2016

PRODUCTS ■ COMP/OP AGG

COMBINED SINGLE LIMIT

(Ea accidnt)

BODILY INJURY (Per person)

12/31/2015

BODILY INJURY (Per accidnt)

PPT

PROPERTY DAMAGE
(Per bcdMom)

PPT

Trucks

Trucks

1 2/31/2016 EACH OCCURRENCE

AGGREGATE

XI RETENTION\$10,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below

Property Blanket Bldg/Cts

JOH-IER

PER

STATUTE

E.L. EACH ACCIDENT

E.L. DISEASE • EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT \$

\$59,219,815 blkt limit Repl Cost AV, Spcl Form \$10,000 deductible

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

Additional Named Insureds:

Power Play Distributors, LLC

Home Run Inn Pizza Corp (Darlen)

Home Run Inn Frozen Foods Corp

Home Run Inn Pizza Arlington Heights, Inc. (INACTIVE)

(See Attached Descriptions)

CANCELLATION

CERTIFICATE HOLDER

City of Chicago Department of Cultural Affairs & Special Events

Contract Administrator 78 E. Washington Chicago, IL 60602

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

ACORD 25 (2014/01) 1 of 2 #S2052460/M 1963585

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marks of ACORD

ERW

" 7 ' PESCRIPTIONS (Continued from Page 1) ['^^^w'-.^.

Home Run Inn, Inc.(excess auto only -delivery)

Home Run Inn Pizza Addison, Inc

Home Run Inn Profit Sharing Plan

Home Run Inn Inc 401K Trust & Profit Sharing Plan;

Joseph A. Perrino, Lucretia Costello & Marilyn Carlson

d/b/a 31st Street Kifdare Partnership (owns 31st Street location)

HRI Distributors, Inc. (inactive);

Home Run Inn Pizza Express, Inc.

Home Run Inn Inc Foundation;

Lumajo Enterprises, LLC (manages operating LLC's)

Lumajo Addison, LLC (own's Addison land);

Lumajo Archer, LLC (own's Archer location)

Home Run Inn Pizza- Bollngbrook, Inc.

HRI Archer Management LLC

Perrino Group, Inc.

Lumajo-Bolingbrook, LLC

Batter-Up Breakfast Cafe, Inc. (INACTIVE)

Home Run Inn Pizza - Archer Inc.

Lumajo DSD, LLC

HRI Finance, LLC

Home Run Inn Pizza Express, Inc- Beverly Home

Run Inn Pizza Express, Inc. - Hillside Persway, LLC

Home Run Inn Pizza Sheffield, Inc.

RE: 3215 N Sheffield Ave, Chicago, IL 60657.

City of Chicago is included as Primary and Non-Contributory Additional Insured as their Interest may appear as respects General Liability and Auto Liability where required by written contract with the Named Insured.

Waiver of Subrogation in favor of the Additional Insured(s), on General Liability and Auto Liability applies where required by written contract with the Named Insured.

60 day notice of cancellation applies to General Liability and Auto Liability

SAGITTA 25.3 (2014/01) 2 of 2
#S2052460/M1963585