

**REQUEST FOR PROPOSAL ("RFP")
PROFESSIONAL CASHIERING AND RELATED CUSTOMER SERVICES**

Specification No. 85373

Required for use by:

**CITY OF CHICAGO
(Department of Revenue)**

This RFP distributed by:

**CITY OF CHICAGO
(Department of Procurement Services)**

All proposals and other communications must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer
Attention: Charlita Fain
Department of Procurement Services
Bid and Bond Room - Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on Thursday, January 20, 2011 at 1:30 p.m. Central Standard Time, in City Hall, 121 N. LaSalle, Chicago, IL, 4th Fl, Room 403 Conference Room B, Chicago, Illinois.

Attendance is Non-Mandatory, but encouraged.

**Proposals must be received no later than 4:00 p.m., Central Standard Time, on
February 28, 2011**

Charlita Fain, Assistant Procurement Officer, (312) 744-2025

**RICHARD M. DALEY
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Scope of Services**
- Exhibit 2: Cost Proposal**
- Exhibit 3: Company Profile Information**
- Exhibit 4: Company References/Client Profile Information**
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:**
 - 1. Attachment A: Assist Agencies**
 - 2. Attachment B: Sample Letter to Assist Agencies**
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)**
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant**
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan**
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement**
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate**
- Exhibit 8: City of Chicago's Standard Contract Term and Conditions**
- Exhibit 9: Payment Card Industry Data Security Standard and Red Flag Policy**
- Exhibit 10: Current Cashiering Staff Landscape**
- Exhibit 11: Current Cashiering Transaction Data**

REQUEST FOR PROPOSAL (“RFP”)

for PROFESSIONAL CASHIERING AND CUSTOMER SERVICES

Specification No. 85373

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”), acting through its Department of Revenue (“Department” or “DOR”), invites the submission of proposals from firms with expertise and experience in implementing and managing a cashiering operation which also includes a customer services component (“Services”) to be performed at various locations designated by DOR.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP. For purposes of this RFP, **Chief Procurement Officer (“CPO”)** means the Chief Procurement Officer for the City of Chicago. **“Director”** means the chief executive officer off the City of Chicago, Department of Revenue. **“Respondents”** means the companies or individuals who submit proposals in response to this RFP. The documents submitted will be referred to as **“Proposals.”**

The selected Respondent (hereinafter **“Contractor”**) shall perform all Services and functions associated with cashiering and customer services operations all in accordance with Exhibit 1, Scope of Services.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City. Any contract resulting from this document will require the Contractor to execute a statement of confidentiality.

The Contractor shall be financially solvent and each of its members if a joint venture, its employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP document.

1.2 Internet Access to this RFP

All materials related to the RFP will be available on the internet at <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2010/Spec85373.pdf>

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 301, City Hall, 121 N. LaSalle in Chicago, IL 60602.

A Respondent who chooses to download an RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda, if any. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print the RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Respondent's business card, referencing Specification No. 85373 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Respondent's company as a RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP.

II. DEFINITIONS

"Agreement" means the negotiated Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions entered into by an between the Contractor and City of Chicago.

"Cashiering" means the processing of payments made by a Customer, and processed in accordance with the instructions as provided by the Department of Revenue.

"Contractor" means the entity awarded a contract pursuant to the City's RFP process, and includes the Contractor's subcontractors.

"Customer" means the person or business entity with whom the Contractor's cashiering personnel will have contact and with whom City-related payment transactions will be made, in accordance with the Agreement.

"Customer Service" means the Contractor-provided services to augment cashiering functions with cashiering related tasks as may be required by the City, pursuant to training provided by the City, such as, but not limited to, providing information to a Customer regarding other outstanding City debt that that Customer may owe (by searching various City source systems where such debt may reside); assisting a Customer in establishing a consolidated payment plan for all of the Customer's debts; modifying a Customer's existing payment plan; assisting City account receivable personnel in reconciling various debt accounts; providing assistance to Customers who call in with questions concerning the payment of City debts.

“Payment Manager” is a cashiering application licensed by *Active Network* currently used by the Department of Revenue as the City’s primary payment processing and account management Source-System tool.

“Professional Services Agreement” means the City of Chicago’s standard boilerplate terms and conditions current at the time, as attached in this RFP in Exhibit 8.

“Respondent” means the vendor submitting a proposal in response to this RFP.

“Revenue Shortage” means the shortfall between the amount recorded in Payment Manager of payments processed by the Contractor and the amount deposited into the bank by the Contractor.

“Source-System” means one of the disparate City of Chicago Department-specific software programs having some billing/payment/account management functionality.

III. SCOPE OF SERVICES

3.1 Description of Services

The Contractor shall provide all services as outlined in Exhibit 1, Scope of Services and further detailed in Exhibit 10, Current Cashiering Staff Landscape, and Exhibit 11, Current Cashiering Transaction Data.

3.2 Contract Term

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of 61 months plus extension options of up to 5 additional years mutually agreed to by both parties.

IV. GENERAL INFORMATION AND GUIDELINES

4.1 Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by mail, email or fax at 312-744-7679, and directed to the attention of Charlita Fain, charlita.fain@cityofchicago.org Department of Procurement Services, Room 403, City Hall and must be received no later than 4:00 p.m. Central Standard Time, on Friday, January 28, 2011.

Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference.

The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP, and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Professional Cashiering and Custom Service, Specification No. 85373.”

No telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in City Hall, 121 N. LaSalle St., Chicago, IL 4th Fl, Room 403, Conference Room B, Chicago, Illinois at 1:30 P.M. CST on Thursday, January 20, 2011. All interested parties are invited to attend. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions faxed or mailed prior to the deadline for receipt of questions per 4.1 A.

4.2 Deadline And Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid and Bond Room (Room 301, City Hall) no later than 4:00 P.M. CST on Monday, February 28, 2011. The Bid and Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 4.2.1 above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid and Bond Room located in Room 301, City Hall. The time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid and Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

3. Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid and Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

4. Respondent must submit 1 hardcopy original and 6 duplicate hardcopies of the Proposal, and one softcopy of the original in the form of a cd or thumb-drive, as a searchable pdf. or Microsoft Word.doc version '97-2003. The original documents must be clearly marked as "**ORIGINAL**", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for Professional Cashiering and Customer Services

Specification No. 85373
Due: **4:00 p.m. CST, Monday, February 28, 2011**
Submitted by: (Name of Respondent)
Package ____ of ____

4.3 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City's website: www.cityofchicago.org/Procurement:

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addenda and Exhibits, if any.

4.4 Procurement Timetable

The timetable for the RFP solicitation is summarized below. Note that these are target dates and are subject to change by the City.

Key Activity	Target Date
City Issues RFP	Wed., December 29, 2010
Pre-Proposal Conference	Thurs., January 20, 2011
Post-Conference Questions Due	Fri., January 28, 2011
RFP Addendum to Questions	Wed., February 16, 2010
Proposals Due	Monday, February 28, 2011

4.5 Confidentiality

Respondent may designate those portions of the Proposal, which contain trade secrets or other proprietary data that must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

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

- B. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

All submissions are subject to the Freedom of Information Act.

V. PREPARING PROPOSALS: REQUIRED INFORMATION

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

5.1 Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original and 6 duplicate hardcopies of the Proposal, and one softcopy of the original in the form of a cd or thumb-drive, as a searchable pdf. or Microsoft Word.doc version '97-2003.

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

5.2. Required Contents of Proposal

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

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

5.2.1. Cover Letter

Respondent(s) must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The cover letter must:

- (i) Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited

partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.

- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- (iv) Summary of Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment as stipulated in Exhibit 5 of this RFP.
- (v) Include a statement of any objections or comments, to the City of Chicago's Standard Contract Terms and Conditions containing some of the terms that the City requires as stipulated in Exhibit 8 of this RFP.
- (vi) Include a statement of acceptance of Compliance with Payment Card Industry Data Security Standard and City of Chicago Red Flag Policy and Protocols as stipulated in Exhibit 9 of this RFP.
- (vii) Acknowledge receipt of Addendum issued by the City, if any.

5.2.2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing flexible cashiering and related customer services for the City of Chicago; capacity to perform at all locations; description of best practices and technological solutions which have been shown to enhance cashiering services, if any; approach to project management; strategies, tools, and safeguards for ensuring the security of payments and transaction data and confidentiality; satisfying the scope of services in the RFP and any additional factors for the City's consideration.

5.2.3. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

If Respondent proposes that major portions of the work will be performed by different team members, Respondent must provide the required information as described below for each such team member.

A. Company Profile Information (See Form in Exhibit 3)

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

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

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

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity.

B. Company References/Client Profile (See Form in Exhibit 4)

Respondent must provide at least 3 references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone, and email address
- Description of services provided similar to the services outlined in Exhibit I, Scope of Services of this RFP.
- Nature and extent of Respondent's involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

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

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

C. Capacity to Perform City Requirements

Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within City's timeline and affect dedicated resources committed to the City's program. Respondent must provide a summary of current and future projects and commitments and included projected completion dates. Identify what percentage of the Services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

D. Business License/Authority to do Business in Illinois

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

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

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

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

5.2.4. Professional Qualifications and Specialized Experience and Local Availability of Key Personnel.

Respondent must provide a summary of individuals who will be dedicated to the services described in this RFP. For each person identified, describe the following information:

- Title and reporting responsibility.
- Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- Pertinent areas of expertise and past experience
- Base location (local facility, as applicable)
- Resumes or corporate personnel profiles which describe their overall experience and expertise.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities concerning the following general work-title types (cashier/customer service staff, supervisors, executive managers, etc.). Add any

additional other types of staff/personnel whom the Respondent is proposing. The Department of Revenue may require disclosure of indebtedness that any of Contractor's staff may have to the City of Chicago, for those staff who may have access into any of the City's Source Systems.

5.2.5. Implementation and Management Plan for Providing Cashiering and Customer Services

Respondent must provide a comprehensive and detailed implementation and management plan which addresses requirements as outlined in Exhibit 1, Scope of Services. The plan must demonstrate Respondent's capacity to successfully implement and manage cashiering and customer service operations at various locations for the City of Chicago; approach to project management; strategies, tools and safeguards for ensuring security of payments and transaction data, and ability to comply with the scope of service and requirements as described in this RFP. Overall, the Contractor is responsible for adequate staffing, supervision of its staff, and any deficiencies in performance. The management plan must address, but not be limited to, the following areas:

A. Service Delivery

All responses should, at a minimum, address your plan for delivery of the cashiering and customer services as outlined in Exhibit 1, Scope of Services. The plan should detail how the services will be administered and your policies and procedures addressing the specific components.

Describe the strategy for hiring, training, deploying, scheduling, monitoring the performance of cashiers, and retaining, etc., in order to meet the anticipated July 1, 2011 start date and methodology for adjusting staffing levels at any location (flexibility to increase, decrease, and change staff locations) as may be needed during the term of the Agreement.

The Contractor must also manage its cashiering staff to maintain flexibility to increase and decrease hours of operation, location, or both as may be required (provided that the City provide sufficient notice to the Contractor of such change).

Customer Service Role

Cashier's roles must provide for the flexibility of cashiers to possibly also provide Customers with additional payment related services other than the typical one-time payment transaction where the Customer comes into a payment center to pay a City bill and performs that transaction with or through a Cashier.

Insofar as an underlying goal of the City is to provide its Customers with the best possible experience at each touch point of a Customer's payment transaction, and to the extent that that Customer's experience would involve interaction with a Contractor's cashier, the Contractor must provide the flexibility to have its cashiers perform both the simple one-time payment transaction, as well as other cashiering-related tasks as may be required by the Department of Revenue for its Customers. For example: traditionally City cashiers typically work face-to-face with Customers to complete a payment transaction, however, the City recognizes

that technological advancements bring new opportunities to conducting business transactions which may allow for additional innovative methods and mechanisms to perform those same or similar payment related tasks – such as working with a Customer to provide consolidated payment plans after searching for the Customer's debt information across various City source systems; conducting cashiering related communications with a Customer via email, or facilitating payment transactions via phone, mobile phone, webcam, etc., or providing basic help to a Customer concerning the Customer's payments; all which would augment the Cashiering role to be more than simple one-time payment transactions and for these types of "Customer Service" payment related tasks to be an enhancement of Cashiering services made available to the Customers by the Contractor. The Contractor may be required to provide such levels of flexibility as may be needed by the City (after the City provides sufficient training to the Contractor) in order to provide Cashiering operations and payment related tasks as a Customer Service. Also see Section 8.2 and 8.3 in Exhibit 1.

Reporting & Operations Analysis

- The Respondent must describe the method and tools required to accurately capture reported information as required in Section 10 Performance Measures, and 11 Reports and Analytics, of Exhibit 1. Describe how the frequency, number, and types of "incidence" occurrences experienced by a particular cashier during a particular period of time shall be reported. For example: Customer disputes, technical problems, discrepancies, etc.
- The Respondent must describe how information that is to be reported to the City will be periodically examined and analyzed in order to discern any patterns or other indicators which may prompt an idea that could improve City business operations or otherwise provide savings (rather than just gather data to be reported routinely and not intentionally look for areas which could be improved).

Performance Measures

Respondent must describe the availability of the types of tools which have been used, if any, by the Respondent to measure or otherwise track the performance of its cashiers. In the event the City elects to require the Respondent, as Contractor, to perform Customer Service functions, then what performance measuring tools does the Respondent propose to the City, and should the implementation of such tools be separately priced, then describe and propose such a solution as relates to the Customer Service response sections of this RFP.

MPEA Tax Stamp Inventory Control

Respondent must provide a plan for the security and inventory control of at least 2 million MPEA Tax Stamps (current value would be about \$4 million); approximately 30 cubic feet in banker boxes.

B. Organization Chart

Submit an organization chart which clearly illustrates all firms (joint venture

partners, if any, subcontractors); their relationship in terms of proposed Services; and key personnel involved and the following information:

- 1) A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated.
- 2) The specific role of each of the firms in a team or joint venture for each task/work activity must be described.

C. Dedicated Resources

- 1) Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies, and other resources available for implementing any proposed Services.
- 2) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for cashiering staff and supervisors committed to the City of Chicago, as well as management staff overseeing all staff performance. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity

Although the City can request an increase or decrease in staffing requirements at any location at any time (for example, due to anticipated peaks in cashiering transaction periods, or change in location requirements) the Respondent must provide a detailed staffing plan for each cashiering location based on the City's current cashiering allocations as provided in this RFP. (See Exhibit A, Current Cashiering Staff Landscape.) The Respondent must provide a detailed staffing plan for each cashiering location and, as relates to the cashiers and staffing, include descriptions of the following:

- a) Worker Type (by title, e.g. "Cashier," "Supervisor," "Manager")
- b) Hiring processes
- c) Criminal and other types of background checks, reference checks, and other approval criteria checks performed
- d) Social behavior and psychological testing, if any
- e) Security protocols
- f) Training of staff (especially in terms of PCI compliance; Red Flag rules; and other identity protection and similar rules of maintaining confidentiality)
- g) Back-up coverage plans for coverage during breaks allotted during the work-shift; substitutions during vacations, sick-time, non-scheduled absences, and other absences.
- h) Managing and monitoring of cashier performance levels
- i) Disciplinary actions

- j) Method for providing immediate foreign language translation services that may be required during a cashiering activity, or during a Customer Service function, if applicable.
- k) Promotions, rewards, and other retention incentives used to minimize turn-over
- l) Provisions for any floating personnel, in terms of communication equipment and transportation equipment

Provide a description of the criteria used by the Respondent to evaluate the qualifications of the personnel hired for each position (cashiers, supervisors, manager, and executive management (for purposes of issue-escalation)).

3) Management and Executive-Level Personnel Availability

Submit supervisor, manager, and executive management staffing plan identifying individuals by job titles, roles, and reporting responsibilities. The City's management staff must have, at minimum, immediate on-call direct access to the Contractor's management personnel in the event escalation of an issue should be required, via cell phone and email. Respondent must describe the type of response and access the City's management staff will have to the Contractor's management and executive-level personnel.

Submit resumes for each proposed individual.

5.2.6. Pricing Proposal

The Respondent must provide pricing in each cell as given in Exhibit 2 in order for the Respondent's Proposal to be considered responsive to this section.

All hourly rates proposed for each year must be fully-loaded hourly rates for Cashiers and Supervisors and Managers include all current and projected future costs such as, but not limited to:

- Health and Welfare benefit costs
- Cost of Living Adjustments
- Local living wage rates (See NOTE₁ below)
- Overtime, assignment, and shift-differential compensation rates
- Vacation and sick-time accruals
- Part-time, Full-time, Entry-level, Senior-level, Supervisory, Management differentials
- PCI compliance and other security compliance and on-going maintenance requirements
- All other costs

NOTE₁: Section 2-92-610 of the Municipal Code of Chicago which currently provides for a living wage for certain categories of workers ("Covered Employees") employed in the performance of City contracts, including but not

limited to non-City employed cashiers. As of July 1, 2010, the Base Wage rate is \$11.03 per hour.

5.2.7. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) participation goal is 25% and the minimum Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago Office of Compliance. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

5.2.8. Financial Statements

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

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

Sufficient alternate documentation would be un-audited financial statements from

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

5.2.9. Economic Disclosure Statement and Affidavit (“EDS”) and Appendix A

Respondent shall complete an Online Economic Disclosure Statement and Affidavit and Appendix A. **See Online EDS and Appendix A forms, as well, as, the Online City of Chicago EDS Instructions and Attachment A forms which follows the hardcopy of the Online City of Chicago EDS Instructions, and Attachment A Online EDS Acknowledgement, in Exhibit 6.** If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.**

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

5.2.10. Legal Actions

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

- A. A debtor in bankruptcy; or
- B. A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- C. A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- D. A defendant in any criminal action; or
- E. A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- F. A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation if a statute or related to service reliability; or

- G. A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

5.2.11. Insurance

Prior to contract award, the Contractor will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

VI. EVALUATING PROPOSALS

An Evaluation Committee, which will include the representatives from the Department of Revenue and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The Proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V, 5.2., Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, pricing proposal and other factors based on the evaluation criteria outlined in Section VI, Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section V, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a

Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

Additionally, the Evaluation Committee will review the Respondent's Proposal using the following criteria (not necessarily listed in order of importance):

- A. Professional and Technical Competence:
1. Ability to provide the Services described in the RFP, including capacity to perform the Scope of Services described in Exhibit 1 of this RFP.
 2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies).
 3. Professional Qualifications and Specialized Experience of Respondent's Team Personnel and other Key Personnel and Local Availability of Key Personnel committed to the City of Chicago.
 4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- B. Quality, Comprehensiveness and Adequacy of the proposed Implementation and Management Plan including ability to meet service levels, capacity to support cashing and customer service operations at all locations based on staffing plan including supervisory key personnel who will manage and oversee City of Chicago cashing stations and customer services.
- The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology and approach to meeting the City's service level needs.
- C. Pricing Proposal. The City will consider completeness and competitiveness of price schedules per Exhibit 2.
- D. The level, relevancy, and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- E. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

- F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- G. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 6.
- H. Degree to which Respondent accepts City’s Terms and Conditions in Exhibit 8 and Compliance with Payment Card Industry Data Security Standard and Red Flags Policy and Protocol issued by the City’s Office of Compliance in Exhibit 9 enabling the City to successfully negotiate a contract.
- I. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

VII. SELECTION PROCESS

After the Evaluation Committee (“EC”) completes its review of Proposals in Phase II, it may submit to the Director of the Department of Revenue and Chief Procurement Officer a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

Phase III- Site Visit, System Demonstration and/or Oral Presentations

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

Upon receipt of the EC’s recommendation, the Director will submit her decision (concurrence or rejection of the EC’s recommendation) to the Chief Procurement Officer. The Chief Procurement Officer shall then consider the Director’s recommendation and exercise her authority to either notify the Respondent(s) to enter into contract negotiations or reject the recommendation and offer alternate options (such as rebid, for example).

The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the primary selected Respondent, including failure to agree on a fair and reasonable pricing proposal for the Services or any other terms or conditions, the Director may ask the Chief Procurement Officer to terminate negotiations with the primary selected Respondent, and to negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

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

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1 Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago's Department of Procurement Services website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package from the Bid and Bond Room and sign or leave a business card, or call in to the Bid and Bond Room to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

An addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV. 4.1 A herein.

8.2 City's Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section VI. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act

and the Municipal Code of Chicago, to obtain the Services described in this RFP or as may otherwise be so required.

8.3 No Liability for Costs

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

8.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1

Pursuant to Mayoral Executive Order No. 05-1, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed 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 (Respondent and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (d) bundle or solicit others to handle contributions to the Mayor or to his political fundraising committee.

If Respondent violates this provision or Mayoral Executive Order No. 05-1 prior to the award of an agreement resulting from this request for qualifications/proposals/information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

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

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

- (E) two of the following four conditions exist for the partners:
1. The partners have been residing together for at least 12 months.
 2. The partners have common or joint ownership of a residence.
 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 4. Each partner identifies the other partner as a primary beneficiary in a will.

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

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2005-01.

8.5 False Statements

(a) 1-21-010 False Statements

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

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

□

EXHIBIT 1

SCOPE OF SERVICES

PROFESSIONAL CASHIERING AND CUSTOMER SERVICES

1. Cashiering Locations Requiring Contractor Cashiers

The City of Chicago has various locations where Customers can make payments for a number of different payment types and payment transaction types. Currently, the City of Chicago will require cashiering services and Customer Service services as may be required, to be provided by the Contractor at the locations and hours of operations listed under Exhibit 11: "Current Cashiering Transaction Data". All cashiering locations, staffing requirements, and hours of operation are subject to change depending upon the business needs of the City at the time. Although some cashiering locations may be listed under a particular City department other than the Department of Revenue, all City-cashiering are under the purview of the Department of Revenue, and the Department of Revenue shall be responsible for management of Contractor's contract.

Staffing loads must be flexible in order to maintain workload balance during peaks and valleys of City business loads (e.g. vehicle sticker renewal season, water shut-off season, amnesty programs, etc.). The City will provide sufficient notice to Contractor concerning such changes.

At each cashiering location, the City Department of Revenue will provide the necessary equipment and computers needed to perform a payment transaction (e.g. check readers, PCs with interface into City payment and cashiering applications, safes and banking bags, cash drawers, and physical accommodations the City considers typical for a cashiering work setting). (See Section 6. Equipment and Supplies.)

NOTE₁: The City reserves the right to add or delete locations, change hours of operation, increase or decrease the number of Contractor staff required on a regular basis. The City may also provide its own cashiers, supervisors, or managing staff at any of its locations (e.g. at City Hall or at the O'Hare International Airport) and may require City's staff and managers and/or Contractor's staff and managers at any given location.

2. Cashiering Transaction Payment Methods

Cashiering payment transactions will generally be made face-to-face between a Customer and Contractor, currently involving the following payment methods processed in United States currency values only:

- cash
- credit card
- debit card
- personal checks
- business checks

3. Cashiering Transaction Processes

Cashiering transaction tasks and other related cashiering service functions shall involve payment processing of the following payment types:

- parking ticket
- water bills
- sales (MPEA Tax Stamps; Taxi Cab Medallions; Chauffeur Licenses; Business Licenses; Permits (various types: parking, public way use, water use, etc.); and other miscellaneous items.)
- fees and applications (building inspection fees; advertising fees; notary service fees; etc.)
- sewer bills
- IRIS payments (See Section 8. “Training of Contractor by City” below.)
- Administrative Hearings (AH) payments (for various City ordinance violation payments)
- warrants
- mailed-in payments
- other payment types as may be required to be processed by the City

3.1 Miscellaneous cashiering functions which may involve related cashiering tasks may also be required from the Contractor as may be needed by the City (e.g. scripted telephone payment call-support/Customer Service services, payment data entry, etc.)

3.2 Foreign Language Requirements. The Contractor must provide its cashiers with immediate access to a Spanish-speaking interpreter, whenever the situation between a cashier and Customer may require such an interpreter. In the event the City determines that additional foreign language interpreter(s) are required in order to perform cashiering services, then the Contractor must provide such services as well.

3.3 Basic Reconciliation. Cashiering services shall include basic collection balancing and reconciliation services. End of day balancing procedures must be performed to determine that all payment transactions have been accounted for and are in agreement with prepared deposits. Additionally, basic reconciliation procedures must be performed to determine total payment transactions are in agreement with recorded revenues and are in agreement with deposited amounts in the appropriate bank accounts.

4. Security Requirements

4.1 Physical Security – at locations where payment transactions are taking place, the City of Chicago (or the building landlord, if applicable) provides security services – sometimes armed guards, police officers, security guards, and video surveillance.

4.2 Payment Transaction Security Protocols – The Contractor must be PCI compliant in accordance with the terms and conditions set forth in Exhibit 9 of this RFP. The Contractor’s staff assigned to City locations must all be fully trained to be PCI compliant.

4.3 Red Flag Rules – The Contractor must comply with the Red Flag Rules requirements terms and conditions as set forth in Exhibit 9 of this RFP. The Contractor’s staff assigned to City locations must all be fully trained to comply with the Contractor’s Red Flag policies.

4.4 Notwithstanding any other Contractor staff requirements, the Contractor's staff must comply with the "Standard of Performance" clause as set forth in the City's Standard Contract Terms and Conditions in Exhibit 8 of this RFP.

4.5 Background checks of all hired staff to be assigned to City of Chicago locations must be performed by the Contractor, in accordance with the terms of the Agreement.

4.6 The City of Chicago reserves the right to reject any of the Contractor's staff assigned to or to be assigned to work under the Agreement, if in the opinion of the Director the named staff person is determined to be unprofessional in conduct, unable to perform tasks as trained, is involved in an incidence of impropriety, or other such determinations which may in the opinion of the Director be considered reasonable cause to not allow the named staff person to any longer perform work relating to the Agreement.

5. Worksite Accessibility

The Contractor is responsible for ensuring its staff to have the necessary transportation and security clearances as may be required at a given City location. For example, because of the extra security requirements required by the Federal Aviation Administration, security protocols for certain staff may be necessary. (See: "Airport Security, Badging, and Vehicles" in Exhibit 8, City Standard Terms and Conditions)

6. Equipment and Supplies

6.1 Equipment and Supplies Provided by Contractor

Unless otherwise indicated in the list of Equipment and Supplies Provided By City, below, the Contractor must provide all office supplies and equipment that may be required in order for its cashiering staff and supervisors to effectively and efficiently perform their cashiering services in accordance with the terms of the Agreement.

6.2 Equipment and Supplies Provided By City

Where applicable, the City shall provide the Contractor's cashier staff with the following items:

- PCs, software, and maintenance for access to City payment/cashiering applications
- Copiers, Printers, Scanners, Fax machines
- Toner, paper, or labels for above equipment
- Cashiering peripherals (credit card readers; check-readers; check receipt printers; cash drawers; etc.)
- Safes, vault, and banking bags
- Office furniture
- Telephones
- Audio and video security devices

7. Armored Car Services

The City of Chicago has a separate contract for armored car services. Each cashier location is scheduled to have armored car services provided in accordance with the terms of the City's armored car services contract. The Contractor's cashiers must prepare the banking

bags for scheduled pickups in accordance with the training instructions provided by the Department of Revenue.

8. Training of Contractor on Cashiering and Payment Transactions and Customer Service Processes

Initially, immediately after the Agreement is first awarded, the City of Chicago's Department of Revenue personnel shall provide initial training to the Contractor's management/supervisory and cashiering staff concerning cashiering processes and, to the extent applicable, Customer Service protocol and related services. Training shall involve the use of the City's payment and cashiering software, the various cashiering transaction processes, access into various Source-Systems, and all other related cashiering functions and operations that may be required. After the initial training has been provided to the Contractor's cashiering staff, any subsequent cashiering staff who may be assigned under the Agreement and require training must be trained by the Contractor at the Contractor's cost.

8.1 The Contractor's cashiering staff may be required to access various City of Chicago Source-Systems as the Department of Revenue transitions into its single Source-System, and also on how to create or access a Customer's account through the City's cashiering application - *Payment Manager*. Cashiering activities are not limited to, but generally involve the following types of processes the City's subject matter expert shall provide the Contractor with instructions on how to prepare:

- 8.1.1 Over-the-Counter payments – daily face-to-face payment transactions between Customer and cashier.
- 8.1.2 Drop-off payments – daily payment transactions that have been sent to the City and provided indirectly to the cashier such as payments mailed-in to the Department of Revenue directly or to another department that will package the payments and forward them to DoR.
- 8.1.3 Payment-Plan payments – the City may have negotiated a payment plan with a Customer, for some outstanding debt. The City will train the Contractor to recognize the payment plan options and the associated requirements for processing such transaction types.
- 8.1.4 Sales Transactions –the Contractor may be required to sell various types of items that the City provides (e.g. MPEA Stamps, Vehicle Stickers, Parking Permits, etc.).
- 8.1.5 Armored Car Pickups – preparing the banking bags and related contents for armored car pickups, and the procedures for accounting for any chain-of-custody type recordings.
- 8.1.6 Drops – when to remove excess cash/receipts etc. for placement into the safe/vault.
- 8.1.7 Balance-out – instructions on when and how to balance-out the day's transactions.
- 8.1.8 Related Debt Searches – At the time the Customer initiates a payment transaction that is intended to extinguish certain, outstanding debt, Contractor must require that cashiers perform search functions to verify that all related debt is disclosed to Customer to enable Customer to satisfy such debt, in full. For example, prior to releasing an impounded vehicle, cashiers must search to verify that all amounts due for outstanding final determinations of parking/or compliance violations are paid by Customer.

8.2 Customer Service activities, if required of a cashier or cashiers, could include a type of “Help-Desk” support service to the City’s Customer base, as an additional service to augment the role of the cashier. Customer Service services may, if needed, generally involve the following types of functions and roles which the City’s subject matter experts shall provide the Contractor with instructions on how and when to perform:

8.2.1 Frequently Asked Questions responses: whereby a pre-scripted set of commonly asked Customer questions and answers prepared by the City for the Customer Service cashier staff would be used as a tool to provide a Customer with basic information such as, for example: after Customer-A completes a payment transaction with a cashier, Customer-A asks the cashier if he can also pay the cashier for a fire hydrant permit – rather than have the cashier refer Customer-A to the Fire Department or some other wrong place, the customer access the FAQ library of standard queries and responses for that type of question and finds the right answer and correctly refers Customer-A on the process to make such a payment.

8.2.2 Down-time and other additional support: During periods when face-to-face Customer interaction is infrequent or in the event there are periods when there is little or no activity occurring, for example during the midnight-to-8:00 AM shift, the City may require the Contractor to provide Customer Service support by those particular cashiers during that shift, whereby the cashier could receive a phone call concerning a City related debt payment matter. The cashier may then access a resource tool scripted to help guide the cashier on how to properly address the nature of the caller’s call. Or, for example, the Department of Revenue may require the cashiers to provide other cashiering related functions in order to provide support for, or augment, current Department of Revenue payment processing operations as an Additional Service. Furthermore, the Contractor must be willing to provide such Additional Services as may be required from time to time, in accordance with the provisions of a written amendment approved by the Chief Procurement Officer, if necessary.

8.3 An underlying goal of the City is to provide all Customers with the best possible experience at each touch-point of the Customer’s payment effort. To that extent, the more substantive information provided by a cashier to a Customer, when such information should be provided, the better experience the Customer may have. Furthermore, such information should be consistently correct and as uniformly delivered whenever warranted. Use of pre-scripted instructions or other effective techniques or conventions for communicating uniform and relevant information would be considered a useful tool by the City, and which could be used to achieve this “underlying goal”. The Contractor must remain flexible to adjust to any technological advances which may enhance the Customer Service experience and meet the needs of the City.

9. Roles and Responsibilities of Contractor’s Staff

9.1 Staffing and Performance Management

The City of Chicago shall provide each cashiering location with a sufficient cash drawer which the Contractor must then manage. The Contractor will be responsible for

maintaining staffing levels at each location in accordance with Department of Revenue approved staffing plan for cashiers, supervisors, and management.

Although the City shall determine the number of cashiers required at a particular cashiering location, the Contractor is responsible for maintaining staffing levels at each location in accordance with the Department of Revenue approved staffing plan for each cashiering location.

The Contractor will be responsible for all aspect of the Services, including, without limitation, ensuring the quality of staff hired, staff deployment and scheduling, provision of the Services according to standards set forth the Agreement (including any and all deficiencies in performance), monitoring performance and management of the following activities:

- hiring processes
- criminal and other types of background checks, reference checks, and other approval criteria checks performed
- social behavior and psychological testing, if any
- security protocols
- training of staff (especially in terms of PCI compliance; Red Flag rules; and other identity protection and similar rules of maintaining confidentiality)
- back-up coverage plans for coverage during breaks allotted during the work-shift; substitutions during vacations, sick-time, non-scheduled absences, and other absences.
- managing and monitoring of cashier performance levels
- disciplinary actions
- providing immediate foreign language translation services that may be required during a cashiering activity, or during a Customer Service function, if applicable.
- promotions, rewards, and other retention incentives used to minimize turn-over

9.2 Management and Executive-Level Personnel Availability

The City's management staff must have, at minimum, immediate on-call direct access to the Contractor's management personnel in the event escalation of an issue should be required, via cell phone and email.

9.3 Vehicle City Sticker Printing

Not all cashiers will be required to process vehicle City-stickers. The City sells vehicle stickers (decals to be placed on a vehicle's windshield) by having the cashier print-on-demand individual vehicle decals (via software loaded onto cashier's PC and special paper loaded into a printer). Whenever a Customer walks-up to a cashier station to purchase or pay for a specific type of City of Chicago vehicle sticker, the cashier verifies the validity of the request, prints the sticker using the City-provided PC and printer paper, and completes the Customer payment transaction.

9.4 MPEA Tax Stamp Inventory Control

The Contractor is responsible for the security and inventory control of at least 2 million MPEA Tax Stamps (current value approximately \$4 million). These Stamps are shipped

in standard filing boxes (equivalent to approximately ten “Banker’s Boxes”). Contractor must maintain and secure all unused inventory and is responsible for delivering MPEA Tax Stamps to O’Hare International Airport and Midway International Airport cashiering stations, as needed. Contractor is liable for any missing MPEA Tax Stamps and is required to reimburse the City for any cash shortages and the cash value of any missing MPEA Tax Stamps.

10. Performance Measures

The Contractor is responsible for establishing performance metrics for staff including managing and monitoring the performance of all staff to ensure quality service delivery to Customers in a professional and customer-service oriented manner. Contractor must routinely report performance measures tracked and incidents to the Director of the Department of Revenue.

The City may establish reasonable service-level agreements, and corresponding service credits, to which the City will be eligible for Contractor’s failure to meet service level agreements.

11. Reports and Analytics

The City requires the Contractor to provide routine reports as needed. The reports provided by the Contractor to the City must indicate accurate information such as, but not limited to:

- number of customers serviced by a particular cashier during a particular period of time
- dollar amounts cashiered by a particular cashier during a particular period of time by payment type
- time and attendance records and summaries of one or more particular cashier(s) during a particular period of time
- adjustments made

In addition to reporting, the Contractor is responsible for periodically examining and analyzing cashiering operations in order to discern any patterns or other indicators which may prompt an idea that could improve City business operations or otherwise provide savings (rather than just gathering data to be reported routinely and not intentionally look for areas which could be improved).

12. Incident Reporting – Escalation

12.1 Incidents

The Contractor must report to the Director the frequency, number, and types of “incidence” occurrences experienced by a particular cashier during a particular period of time. For example: Customer disputes, technical problems, discrepancies, etc.

12.2 Reimbursement for Revenue Shortages

If any Revenue Shortage should occur at any time during the contract period, the Contractor must immediately report each such incidence to the Department of Revenue Director, and her authorized representative, and describe the circumstances which had caused a shortfall.

Furthermore, the Contractor must reimburse the City for 100% of the shortfall amount and coordinate the payment of such reimbursable amount with the Department of Revenue Director in the manner set forth in writing as may be agreed to between the Department of Revenue and Comptroller's Office.

The City reserves the right to offset 100% of the shortfall amount by setting that amount off against any amounts the City may owe to Contractor, if Contractor does not promptly pay the Revenue Shortage amount due.

The reimbursement amount made to the City by the Contractor for any Revenue Shortage in no way limits the City's rights to exercise any other remedies available under the Agreement, at law, or in equity.

□

EXHIBIT 2

PRICING PROPOSAL

The Respondent must provide pricing by completing the table as given below in order for the Respondent's proposal to be considered responsive to this section. Reference should be made to Exhibit A and Exhibit B of this RFP which depicts the City's current Cashiering staffing plan.

This will be a "DUR" contract – "Depends Upon Requirement". In other words, the actual dollar value of the contract awarded under this RFP depends upon the actual number of man-hours required by the Department of Revenue to be worked by the Contractor. Since the scheduled number of man-hours to be worked by the Contractor is subject to change, the actual number of man-hours worked multiplied by the corresponding hourly rate determines the actual value of the contract over time. After the hours worked are billed to the City (typically on a monthly basis), and are paid to the Contractor, the total dollars paid to the Contractor, over time, depended upon the man-hours the Department of Revenue required from the Contractor. Each month that scheduled man-hours of Cashiering Services are worked by the Contractor's staff, the sum of all payments made to the Contractor increases and increasingly approaches the maximum compensation figure. The maximum compensation figure is calculated at the time of the initial award of the contract. The maximum compensation limit of the contract (or "Vendor Limit") is determined after final negotiations of the terms and conditions of the contract are agreed to by both parties and the contract is awarded (the "Agreement"). The Vendor Limit cannot be increased without an Amendment signed in accordance with the Amendment provisions of the Agreement. (See Exhibit 8.).

Pricing will be evaluated, on the completed chart below. The chart below must be completed based on the Type of Worker Proposed and the Estimated Total Working Man-Hours per Month proposed. The actual number of Total Working Man-Hours per Month is subject to change based during the term of the contract awarded pursuant to this RFP.

---- PROPOSED PRICING CHART ---

Work-Title Type of Worker Proposed	Estimated Total Working Man-Hours per Month	Fully- Loaded Hourly Rate YEAR 1	Fully- Loaded Hourly Rate YEAR 2	Fully- Loaded Hourly Rate YEAR 3	Fully- Loaded Hourly Rate YEAR 4	Fully- Loaded Hourly Rate YEAR 5
CASHIER	5,553					
SUPERVISOR	1,040					
MANAGER	174					
ANNUAL TOTALS:						

Multiply the Estimated Total Working Hours per Month by Fully-Loaded sHourly Rate for each Work-Title Type Worker Proposed for each Year, 1-through-5, and sum each total for each Year to derive ANNUAL TOTALS and list above.

NOTE: The Fully-Loaded Hourly Rate indicated for a given Year will prevail in the event of an arithmetical error in determining an Annual Total.

The Total Working Hours per Month figures above, were based on simply multiplying the number of man-hours currently worked per week, by 52-weeks and then dividing by a 12-month-year. In other words, a 4.333... week per month times 12 month calculation was not used. The number of man-hours currently worked is derived from Exhibit A: Current Cashiering Staff Landscape.

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EXHIBIT 3

COMPANY PROFILE INFORMATION

Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.

- (1) Legal Name of Firm: _____
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: _____
- (4) City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: Prime Subcontractor/Subconsultant Joint Venture Partner
 Supplier or Other: _____
- (7) Number of Years in Business:

- (8) Total Number of Employees:

- (9) Total Annual Revenues separated by last 3 full fiscal years:

- (10) Major Products and/or Services Offered:

- (11) Other Products and/or Services:

- (12) Briefly describe your firm's strategy for providing service solutions for a client:

- (13) Briefly describe your firm's experience in Cashiering and Customer Services for clients:

EXHIBIT 4

COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

(9) Contract Award Date: _____ Completion Date: _____

(10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____

(11) Describe how the client's goals were met. Describe the Cashiering and Customer Services offered and implemented. Attach additional pages, as necessary.

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

(13) Is the client still utilizing the Cashiering and Customer Services?

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

EXHIBIT 5

**SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS
ENTERPRISE (MBE/WBE) COMMITMENT AND SCHEDULES**

SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

(MBE/WBE Professional Services)(10 pgs)

I. Policy and Terms

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

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

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25.0

WBE Contract Goal: 5.0

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

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

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

II. Definitions

- A. **“Minority Business Enterprise”** or **“MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **“Women Business Enterprise”** or **“WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **“Area of Specialty”** means the description of an MBE or WBE firm’s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm’s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contract’s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

NOTICE: The Department of Procurement Services 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.

- E. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

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

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

Notice: The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, **TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR**, as applicable.

IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor’s MBE/WBE Utilization Plan shall not conclusively establish the contractor’s right to full MBE/WBE credit for that firm’s participation in the contract. Once an

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

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

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

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

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/Respondent's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

Bidders/Respondents will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Respondents responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/Respondent; or re-advertising the bid/proposal. All bidders/Respondents are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

A. Direct/Indirect Participation

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

1. The bidder/Respondent has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - b. A listing of all MBE/WBE firms contacted that includes:
 - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
 - (2) Date and time of contact;
 - (3) Method of contact (written, telephone, facsimile, etc.)
 - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
 - (1) Project identification and location;
 - (2) Classification/commodity of work items for which quotations were sought;
 - (3) Date, item and location for acceptance of subcontractor bid proposals;
 - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
 - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.
- OR
2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontract's quote is excessively costly, the bidder/Respondent must provide the following information:
 - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/Respondent asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
 - (1) A listing of all potential subcontractors contacted for a quotation on that work item;

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- (2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
- b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
- (1) The City's estimate for the work under a specific subcontract;
 - (2) The bidder/Respondent's own estimate for the work under the subcontract;
 - (3) An average of the bona fide prices quoted for the subcontract;
 - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

VI. Procedure To Determine Bid Compliance

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

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

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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

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

B. Letters of Certification.

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

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

C. Joint Venture Agreements.

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

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

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

Except in cases where the bidder/Respondent has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/Respondent must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

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

VII. Reporting Requirements During The Term of The Contract

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.

NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."

- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

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

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

IX. Non-Compliance and Damages

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and
- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the 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, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

Section 1: The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

XII. Information Sources

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

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

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

(312) 353-4003

S.B.A. - Procurement Assistance

500 West Madison, Suite 1250

Chicago, Illinois 60661

Attention: Robert P. Murphy, Area Regional Administrator

(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago

Department of Procurement

Office of Vendor Relations

City Hall - Room 403

Chicago, Illinois 60602

Attention: Shannon Andrews

(312) 744-8980

City of Chicago

Department of Procurement

Contract Administration Division

City Hall - Room 403

Chicago, Illinois 60602

Attention: Byron Whittaker

(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago

Office of Compliance

Certification Unit

(312) 747-7778

General Information, Department of Procurement Services: www.cityofchicago.org/purchasing

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

National Minority Suppliers

Development Council, Inc.

1040 Avenue of the Americas, 2nd floor

New York, New York 10018

Attention: Harriet R. Michel

(212) 944-2430

Chicago Minority Business

Development Council

1 East Wacker Drive

Suite 1200

Chicago, Illinois 60601

Attention: Tracye Smith, Executive Director

Phone #: (312) 755-8880

Fax #: (312) 755-8890

ATTACHMENT A – ASSIST AGENCY

African American Contractors Association

2910 S. Wentworth Suite 1F
Chicago, IL 60616
Phone: (312) 915-5960
Fax: (312) 567-9919

Alliance of Business Leaders & Entrepreneurs (ABLE)

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

Alliance of Minority and Female Contractors

c/o Federation of Women Contractors
5650 S. Archer Avenue
Chicago, IL 60638
Phone: (312) 360-1122
Fax: (312) 360-0239

Asian American Institute

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

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607
Phone: (312) 563-0746
Fax: (312) 666-1785

Black Contractors United

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

Chicago Area Gay & Lesbian Chamber of Commerce

3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

Chicago Minority Business Development Council, Inc.

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

Chicago Urban League

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

Cosmopolitan Chamber of Commerce

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

Federation of Women Contractors

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

Hispanic American Construction Industry Association (HACIA)

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

Illinois Hispanic Chamber of Commerce

111 W. Washington, Suite 1660
Chicago, IL 60602
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce

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

National Association of Women Business Owners

Chicago Chapter
216 W. Jackson Blvd. Suite 625
Chicago, IL 60606
Phone: (312) 609-1300
Fax: (312) 750-1203
Web: www.nawbochicago.org

Rainbow/PUSH Coalition

International Trade Bureau
930 E. 50th Street
Chicago, IL 60615
Phone: (773) 256-2728
Fax: (773) 373-4104
Web: www.rainbowpush.org

Suburban Black Contractors Association

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

Uptown Center Hull House

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

Women Construction Owners & Executives (WCOE)

Chicago Caucus
308 Circle Avenue
Forest Park, IL 60130
Phone: (708) 366-1250
Fax: (708) 366-5418

Women's Business Development Center

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

Chicago Women in Trades (CWIT)

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

Coalition for United Community Labor Force

2100 S. Indiana Ave. #218
Chicago, IL 60605
Phone: (773) 225-2085-86
Fax: (773) 225-6742

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621
Phone: (773) 471-2015
Fax: (773) 994-8233

Inner City Youth Foundation, Inc.

4500 S. Michigan Ave.
Chicago, IL 60653
Phone: (773) 285-2000
Fax: (773) 624-0894

Ralph G. Moore & Associates (RGMA)

211 W. Wacker Dr., Suite 1050
Chicago, IL 60606
Phone: (312) 419-1911, 7251
Fax: (312) 419-1918

South Shore Chamber, Incorporated

Black United Funds Bldg.
1813 E. 71st Street
Chicago, IL 60649-2000
Phone: (773) 995- 9508
Fax: (773) 995-9554 or (312) 341-9084

Small Contractors Network (SCN)

1313 E. Sibley Blvd. Suite 200
Dolton, IL 60419
Phone: (708) 849-3100
Fax: (708) 849-3110

United Neighborhood Organization (UNO)

954 W. Washington Blvd., 3rd Floor
Chicago, IL 60607
Phone: (312) 432-6301 Ext. 237
Fax: (312) 432-0077
Web: www.uno-online.org

West Side 2000

1029 S. May
Chicago, IL 60607
Phone: (312)563-0565

(July, 2009)

ATTACHMENT B
(On Bidder/Respondent's Letterhead)

RETURN RECEIPT REQUESTED

(Date) _____

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative
Address/phone

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

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

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

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

Sincerely,

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

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

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

I. Name of joint venture: _____
Address of joint venture: _____

Phone number of joint venture: _____

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

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

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

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

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) _____

Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

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

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

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

- 5. Provide copies of all written agreements between venturers concerning this project.
- 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

- A. Joint venture check signing:

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

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

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

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

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this . day of _____ , 20 ____ , the above-signed officers

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1
Letter of Intent from MBE/WBE to Perform
as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

MBE: Yes _____ No _____
WBE: Yes _____ No _____

To: _____ and the City of Chicago:
(Name of Prime Contractor - Bidder/Respondent)

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

_____ Sole Proprietor _____ Corporation
_____ Partnership _____ Joint Venture

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

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

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

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

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

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

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

Name of Prime Contractor/Contractor

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

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

V. Summary of WBE Proposal:

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

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

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

Name _____ Phone Number: _____

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

Signature of Affiant (Date)

State of _____
County of _____

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

(Seal)

Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____ Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

and duly authorized representative of _____
(Name of Prime Contractor /Contractor - Print or Type)

(Address of Prime Contractor/Contractor) (_____) _____
(Phone)

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

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

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

Total MBE: \$ _____

Total WBE: \$ _____

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

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

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

Signature of Notary Public

(Seal)

EXHIBIT 6

**ONLINE CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) AND APPENDIX
A INSTRUCTIONS**

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

AND

INELIGIBILITY AFFIDAVIT

EXHIBIT 6

ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL CASHIERING AND RELATED CUSTOMER SERVICES, SPECIFICATION NO. 85373, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A "**CERTIFICATE OF FILING**" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.

1.2. ONLINE EDS WEB LINK

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

1.3. ONLINE EDS NUMBER

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: _____

1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate

of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section V, Subsection 5.2, Item 5.2.9 in Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- _____ 1. Invitation number, if you were provided with an invitation number.
- _____ 2. Site address that is specific to this EDS.
- _____ 3. Contact that is responsible for this EDS.
- _____ 4. EDS document from previous years, if available.
- _____ 5. Ownership structure, and if applicable, owners' company information:
 - _____ a. % of ownership

- _____ b. Legal Name
- _____ c. FEIN/SSN
- _____ d. City of Chicago Vendor Number, if available.
- _____ e. Address
- _____ 6. List of directors, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
- _____ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- _____ 8. Contract related information (if applicable):
- _____ a. City of Chicago contract package
- _____ b. Cover page of City of Chicago bid/solicitation package
- _____ c. If EDS is related to a mod, then cover page of your current contract with the City.
- _____ 9. List of subcontractors and retained parties:
- _____ a. Name
- _____ b. Address
- _____ c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

Q: How do I get help?

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

Q: Why do I have to submit an EDS?

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required

to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

Q: Who is the Disclosing Party?

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?

A: "Person" means a human being.

Q: Who must submit an EDS?

A. An EDS must be submitted in any of the following three circumstances:

Applicants:	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
Entities holding an interest:	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
Controlling entities:	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?

A: The information contained in the Preparation Checklist for EDS submission.

Q: I don't have a user ID & password. Can I still submit an Online EDS?

A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

Q: I don't have an email address. How do I submit an Online EDS?

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

Q: I forgot my user ID. Can I register again?

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

Q: Why do we need EDS Captains?

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

Q: Who is the EDS team?

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

Q: I forgot my password. What should I do?

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

Q: How do I complete an Online EDS?

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

Q: How do I fill out a Disclosure of Retained Parties?

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

Q: How do I attach documents?

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

Q: Who can complete an Economic Disclosure Statement online?

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

Q: What are the benefits of filing my Economic Disclosure statement electronically?

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

Q: Will my information be secure?

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

Q: I am filing electronically. How do I sign my EDS?

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

Q: My address has changed. How can I update my information?

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last

filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 79511 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Company Name)

Notary Public Signature: _____ (Seal)

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND
DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 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, by blood or adoption, to the mayor, any alderman, the city clerk, the city treasurer or any city department head as 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?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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.

(Print or type title of person signing)

Date: _____

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, by _____,
at _____ County, _____ (State).

Notary Public

Commission expires: _____.

INELIGIBILITY A F F I D A V I T

_____, a(n) _____ (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

- (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or
- (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or
- (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College

District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

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

(Print or type name of Affiant)

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____, at
_____ County, _____ (State).

Notary Public.

Commission expires: _____.

EXHIBIT 7

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS-REVISED

Department Revenue Professional Cashiering Personnel for Cashiering and Related Customer-Service

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

A. INSURANCE TO BE PROVIDED

1) **Workers Compensation and Employers Liability**

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

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

4) **Blanket Crime**

Contractor must provide Blanket Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor with limits of not less than \$5,000,000.

5) **Professional Liability**

When any accountants, bookkeepers or other professional consultants including project or program manager performs work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

6) Valuable Papers

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

7) Property

Contractor is responsible for all loss or damage to City property at full replacement cost.

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent 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 Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

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

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

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

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

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

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

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

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

INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	
Address (Street):		RFP:	
(City/State/Zip)		Project #:	
		Contract #:	
Description of Operation/Location:			

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability				
Claims made [] Occurrence				CSL Per Occurrence \$
Premise-Operations				
Explosion/Collapse Underground				
Products/Completed-Operations				General Aggregate \$
Blanket Contractual				
Broad Form Property Damage				
Independent Contractors				
Personal Injury				Products/Completed Operations Aggregate \$
Pollution				
Automobile Liability				CSL Per Occurrence \$
Excess Liability				Each Occurrence \$
Umbrella Liability				\$
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$
Owner Contractors Protective				\$
Other				\$

- | | |
|----|---|
| a. | Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago." |
| b. | The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City. |
| c. | Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago. |
| d. | The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements. |

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #403	Telephone _____
Chicago, IL 60602	

For City use only

Name of City Department requesting certificate: (Using Dept.) _____			
Address: _____	ZIP Code: _____	Attention: _____	

EXHIBIT 8

**CITY OF CHICAGO'S STANDARD CONTRACT
TERM AND CONDITIONS**

1. Deliverables

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

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

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

2. Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information; Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

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

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See the subsection in this Agreement regarding failure to comply with licensure requirements.

3. Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

ii) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this section. The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in **Exhibit _**.

iii) Salaries and Wages

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, 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 Contractor 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.

4. Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), §§ 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit ___. Contractor's completed Schedules C-1 and D-1 in Exhibit ___, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

5. Indemnification

- (a) Contractor must defend, indemnify, 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:
- (i) injury, death or damage of or to any person or property;
 - (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
 - (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
 - (iv) the City's exercise of its rights and remedies under the remedies section of this Agreement; and
 - (v) injuries to or death of any employee of Contractor 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 Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.
- (c) At the City Corporation Counsel's option, Contractor 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 Contractor 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, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor 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 Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in Exhibit __ of this Agreement.

6. Ownership of Documents

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in the indemnification section of this Agreement.

7. Records and Audits

(a) Records

- (i) Contractor 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 Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.
- (ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with the notice section of this Agreement.

(b) Audits

- (i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.
- (ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.
- (iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.
- (iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.
- (v) The City may in its sole discretion audit the records of Contractor 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 any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to 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 the Contractor 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 Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

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

8. Confidentiality

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

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

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

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in **Attachment A** will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in **Attachment A**.

9. Assignments and Subcontracts

Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under the Agreement or any part of it, unless otherwise provided for in the Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or the Agreement. No approvals given by the Chief Procurement Officer operate to relieve Contractor of any of its obligations or liabilities under the Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of the Agreement. If any Subcontractor fails to observe or perform the terms and conditions of the Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of the Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under the Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under the Agreement.

Contractor, upon entering into any agreement with a Subcontractor, must furnish the Chief Procurement Officer and the Department with a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of the Agreement, provide that the Subcontractors are subject to all the

terms of the Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under the Agreement, such agreements may contain different provisions than are provided in the Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Contractor must not transfer or assign any funds or claims due or to become due under the Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under the Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under the Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under the Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

10. Term of Performance

The Agreement takes effect as of the date in the preamble and continues until _____ or until the Agreement is terminated in accordance with its terms, whichever occurs first.

11. Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the term and within the time limits required under the Agreement. **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.**

(b) 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.

12. Agreement Extension Option

This Agreement will be in effect for the dates indicated within this Agreement for a ____ month term. The Chief Procurement Officer may exercise the City's right to extend this Agreement following the expiration of the base Agreement term for up to ____ months, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Agreement.

Before expiration of the then current Agreement term, the Chief Procurement Officer will give the Contractor notice, in writing, that the City is exercising its option to renew the Agreement for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

With the same amount of notice as for options, the City reserves the right to extend the Agreement for a period of no more than one hundred eighty-one (181) calendar days, either in lieu of exercising an option period or following the exhaustion of all option periods, for the purpose of providing continuity of service while procuring a replacement contract.

13. Basis of Payment

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit ____ for the completion of the Services in accordance with this Agreement, including the standard of performance in Section ____.

14. Method of Payment

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit _____. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

15. Funding

The source of funds for payments under this Agreement is Fund number _____. Payments under this Agreement must not exceed \$_____ without a written amendment in accordance with Section 40. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

16. 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 the Agreement, then the City will notify Contractor in writing of that occurrence, and the 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 the Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under the Agreement beyond those amounts appropriated and budgeted by the City to fund payments under the Agreement.

17. Subcontractor Payments

Contractor must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at: http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf. The statement must list the following for Contractor and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Contractor for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;
- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Agreement, Contractor must pay Subcontractor for such work or materials within fourteen (14) calendar days of Contractor receiving payment from the City.

18. Disputes

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

19. Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in these general terms and conditions, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") and Appendix A in the form attached to this Agreement as Exhibit _____. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) and Appendix A on file with the City whenever any information or response provided in the EDS(s) and/or Appendix A is no longer complete and accurate. Contractor agrees that Contractor'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.

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

20. Nondiscrimination

(a) Contractor

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in **Exhibit _**.

(i) Federal Requirements

Contractor 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 Contractor'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.

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

(ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

(iii) City Requirements

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

(b) Subcontractors

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

21. Inspector General

It is the duty of any bidder, Respondent 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, Respondent, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to Chapters 2-55 or 2-56, respectively, of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provisions and require understanding and compliance with them.

22. Office of Compliance

It is the duty of any bidder, Respondent, Consultant, Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, Respondent, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Municipal Code of Chicago. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

23. MacBride Ordinance

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor 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 Ill. Laws 3220).

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

24. Business Relationships with Elected Officials

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, 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 a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to the Agreement is grounds for termination of the Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

25. 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:

- (i) If Contractor has 25 or more full-time employees, and
 - (ii) If at any time during the performance of the Agreement, Contractor 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) Contractor 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 the Agreement.
- (b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of the 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 the Agreement.
- (c) As of July 1, 2009, the Base Wage is \$11.03 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, Contractor 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 the Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.
- (d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor 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 Contractor 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 Section (a) through (d) above do not apply.

26. Warranties and Representations

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

- (a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;
- (e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- (f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

- (g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under the remedies and early termination sections of this Agreement; and
- (h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

27. Ethics

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

- (i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in the Agreement or the compensation to be paid under the Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).
 - (ii) no payment, gratuity or offer of employment will be made in connection with the Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- (b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

28. Joint and Several Liability

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

29. Business Documents

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

30. Conflicts of Interest

- (a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- (b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this section as "Contracting Parties"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- (c) Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venture in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

31. Non-Liability of Public Officials

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

32. EDS / Certification Regarding Suspension and Debarment

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

33. 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 Contractor to the City.
- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

- (vii) Failure to comply with Section 19 above in the performance of the Agreement;
 - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
 - (ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
 - (x) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
- (d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

34. Remedies

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

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this section and the notice section of this Agreement, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

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

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor 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.

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

35. Early Termination

(a) In addition to termination under the default and remedies sections 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 a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of the notice section of this Agreement. The effective date of termination will be the date the notice is received by Contractor 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 and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under the notice section of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

(c) Contractor 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. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under the default and remedies sections 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.

36. Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under the provision in this Agreement.

37. Right to Offset

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under the remedies section of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

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

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

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

38. Entire Agreement

(a) General

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 addressed in this Agreement.

(b) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

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

39. Counterparts

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

40. Changes, Modifications, and Amendments

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 40. This Section, 40, does not apply, however, to Agreement extensions governed by Section 12, *Agreement Extension Option*.

41. Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor 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 Contractor 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 Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

42. Severability

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

43. Assigns

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

44. Cooperation

Contractor 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, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

45. Waiver

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

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

46. Independent Contractor

- (a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.
- (b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- (i) 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 the Contractor performing the Services required under this Agreement.
 - (ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.
 - (iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.
- (c) Shakman
- (i) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the August 16, 2007 "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.
 - (iv) In the event of any communication to Contractor by a City employee or City official in violation of Section 9.9(c)(ii) above, or advocating a violation of Section 9.9(c)(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.

47. Electronic Ordering and Invoices

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

48. Participation by Other Local Government Agencies

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse

effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

49. Environmental Warranties and Representations

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor 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 the Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of the Agreement, constitutes a breach of and an event of default under the 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 Contractor'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 the Agreement.

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

50. Firms Owned or Operated by Individuals with Disabilities

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.

51. Ineligibility To Do Business with the City

Ineligibility to do Business with City. Failure by the Contractor or any Controlling Person (defined in Section 1-23-010 of the 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.

52. Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

53. Airport Security, Rules and Regulations

(a) Aviation Security

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges section below) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

(b) General Requirements Regarding Airport Operations

Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Agreement, Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, load ways, loading aprons, concourses, hold rooms, gates and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower. Use of the airport for air transportation takes precedence over all of Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

If Contractor requires interruption of airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least 5 working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, Contractor must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractor must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. Contractor must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractor must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA Advisory Circular 150/5345-43E, Specification of Obstruction Lighting Equipment. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask Contractor to post obstruction lights.

For any work on the airfield, Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all Subcontractors, material men, laborers, invitees and all other persons under Contractor's control, is grounds for the Chief Procurement Officer to declare an event of default and terminate this Agreement immediately.

(c) **Airport Security Badges**

Contractor must obtain from the airport badging office Airport Security Badges for any person working at the airport on Contractor's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Contractor is responsible for requesting and completing the form for each person who will be working at the Airport on Contractor's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. Contractor must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, a criminal history record check ("CHRC") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on any person working on its behalf.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and display their Airport Security Badges on their outer apparel at all times while at the airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("AOA") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Contractor's personnel who function as supervisors, and those that escort Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

54. Airport Parking Restrictions

Prior to commencing work, the Contractor must provide the Department with an estimate of the number of vehicles that will require parking. Contractor is encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department may, but is not required to, provide parking for a limited number of vehicles in designated areas. All other vehicles must be parked in the public parking lots at the airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not,

at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

55. Confidentiality of Airport Security Data

Contractor acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Contractor in connection with this Contract. Contractor has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

56. Authority

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

57. Definitions

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

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under the Scope of Services provision, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

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

"**Chief Procurement Officer**" means the City's Chief Procurement Officer ("CPO") and any representative duly authorized in writing to act on the CPO's behalf.

"**Director**" means the City's chief executive of the Department of Revenue and any representative duly authorized in writing to act of the Director's behalf.

"**Department**" means the City Department of Revenue or other participating City department.

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

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

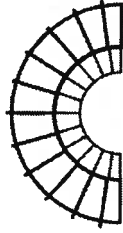
EXHIBIT 9

**COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARD
AND CITY OF CHICAGO RED FLAGS POLICY AND PROTOCOLS**

Compliance with Payment Card Industry Data Security Standard
https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

Contractor shall at all times during the Term of this Agreement be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Contractor shall provide City such information as the City may reasonably require regarding Contractor's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Contractor with the PCI Data Security Standard. In the event of Contractor's non-compliance with the PCI Data Security Standard, Contractor will promptly perform, at Contractor's expense, all curative measures necessary to remedy such non-compliance.

RED FLAGS POLICY



CITY OF CHICAGO

OFFICE OF COMPLIANCE

I. Background

On November 9, 2007, the Federal Trade Commission (FTC), the federal bank regulatory agencies, and the National Credit Union Administration jointly issued regulations called the "Red Flags Rules." The purpose of these regulations is to prevent, detect and mitigate the impact of identity theft in financial institutions and agencies, including municipalities.

Identity theft means a fraud committed or attempted using the identifying information of another person without authority.

In order to prevent and detect identity theft, "red flags" are identified and monitored through staff training about what to look for and auditing.

A *red flag* is a pattern, practice, or specific activity that indicates the possible existence of identity theft. Practices addressing the existence of identity theft which mitigate its potential effects are also required.

II. Red Flags Policy

The City of Chicago is committed to the prevention, detection and mitigation of the effects of identity theft across all departments and to the establishment and maintenance of a Red Flags standards program which protects all sources of personal identifying information from identity theft.

III. Program administration

Each involved department will appoint a Red Flag Representative to maintain/administer red flags policies and to investigate and/or contact the Office of Compliance when red flags are detected.

Each department will document and record detected red flags on a quarterly basis with the list to be submitted to the Office of Compliance. These reports must define responses, consequences, and a status of each case with any departmental recommendation for program update.

A summary of Red Flag activity Citywide will be presented to the Executive Compliance Committee annually with The Office of Compliance's recommendations for program updates.

IV. Definitions

- A. *Acceptable Form of Identification (AFI)* includes, but is not limited to, driver's license, government-issued identification card, voter registration card, check stub, medical insurance card plus picture ID, school ID, and/or utility bill with picture ID.
- B. *Confidential data points* means pieces of information unique to accounts and not supplied on provided statements or bills.
- C. *Service Provider* means a person or entity that provides a service directly to the involved department in the provision of credit or maintenance of accounts.
- D. *Unique identifying information* includes, but is not limited to, birth dates, social security numbers, credit card account numbers, bank account numbers, and/or medical insurance information which may be used together or alone to commit identity theft.

V. Identity Theft Prevention Policies

- A. Departmental staff must never reveal birth dates, social security numbers, bank account numbers, credit card numbers or medical insurance details during any form of customer inquiry.
- B. Any department that provides customer service over the phone or in person must utilize multiple confidential data points as inquiry tools to verify the identity of account holders before discussing any account information.
- C. In person customer service inquiries need to include acceptable forms of identification (AFI) to receive oral or written account information or statements, or to open a new account.

- D. Customer account information or statements need to be redacted of any unique identifying information in order to be shared with individuals who are not the account holders themselves.
- E. Requests to change address are verified using multiple forms of acceptable identification prior to processing.
- F. Departments' computerized systems utilized to store account and account holder information are required to:
1. Build and maintain strong applications systems;
 2. Build a fire wall configuration;
 3. Limit employee access to a need to know basis;
 4. Assign unique identifiers to all users; and
 5. Enable monitoring of usage of all individuals with system access.
- G. For documentation/paper files of customer accounts or account holder information, departments are required to establish limited access and security prior to document destruction.
- H. Individual contractors with access to account information will be required to sign confidentiality statements pertaining to the account information.
- I. Departments are responsible to ensure that contracted service providers with responsibility for relevant program operations or outside persons allowed access to covered accounts submit copies of their Red Flags policies and procedures to the department's Red Flag Representative. These contractors are also required to notify the department representative of any red flags detected affecting department account holders' unique identifying information.
- J. Unique identifying customer account information cannot be taken from city offices on laptops or in paper format by city staff.
- K. All departmental laptops holding customer account data with unique identifying information are required to be encrypted.

VI. Red Flags

- A. Forged documents/documents with apparent tampering
Response: Suspend relevant processing and request documentation without problematic signs.

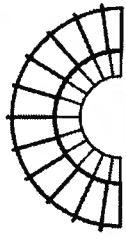
- B. Suspicious or inconsistent personal identifying information- i.e. a picture I.D. which does not look like the customer, wrong name or address.
Response: Suspend relevant processing and request acceptable forms of identification to verify statements/facts.

- C. Unusual access or use of an electronic accounts system by city staff; for example accessing a large number of accounts, not governed by a need to know basis, or not within normal hours of operation.
Response: Notify departmental red flag representative to further investigation.

- D. Unusual external activity level for particular accounts
Response: Suspend further release of information. Notify relevant red flags representative from department for further investigation and verification of account holder information.
- E. Requests for information where no AFI or documentation are ever supplied
Response: Notify departmental red flags representative to monitor account.
- F. Suspicious behavior when requesting data points on the phone or if credit card presented for payment: (1) Customer doesn't know the Card member ID (CID) found on the back of the Card
(2) Customer asks that representative to try lower dollar amounts when a decline message is received;
(3) Customer instructs representative to try different expiration dates when first date failed; and/or
(4) Customer hesitates or pauses when asked for personal information.
Response: Suspend payment process.
- G. Department's or Vendor's unique customer identifying information lost or stolen.
Response: Contact the Office of Compliance to handle lost or stolen laptops, mail tampering or other methods of abuse in order to potentially contact law enforcement, individuals and /or financial institutions.

VII. Training

The Office of Compliance, together with individual departments, will conduct annual training of staff to educate new members and implement program changes.



CITY OF CHICAGO

OFFICE OF COMPLIANCE

RED FLAGS PROTOCOL

- Never release personal identifying information – i.e. account holder's birth date, social security number, credit card number, bank account number, or medical insurance details during any form of customer inquiry.
- Ask for acceptable form of identification for in person requests for account information (See attached list of acceptable forms of identification).
- Make sure no birth date, social security number, credit card number, bank account number or medical insurance information is released to third parties or representatives of a customer/client who request a statement or form of documentation. Redact or black out the identifying information.
- When a department program contacts an account holder by mail, verify the account holders identity when they call by asking questions only the real person would know. inquire about past history details, facts about past addresses or payment history. For example, do not reveal a particular fact in your question itself; change question to require the caller to provide that piece of information.
 - Departmental representative: Has your address changed?
 - Caller: Yes, I moved from Milwaukee to 2100 W. Diversey.
- Verify the identity of the customer to establish a new account using acceptable forms of identification (See attached list).
- Always verify a change of address request- i.e. with multiple forms of acceptable identification (See attached list).
- Do not leave documents with personal identifying information out in the open - on desk tops, cabinets, customer service counters or in any way in the public view.
- Ensure customer files with personal identifying information are secure with limited access, in locked file cabinets or locked storage rooms.
- Do not take documents or laptops holding customer personal identifying information out of your city department or where it can be lost or stolen.

Cases to Report to Departmental Red Flags Representative

- Identification or documentation which looks copied or tampered with. Ask for other identification or documentation. If it is not provided, report the situation to your departmental red flags representative.
- Facts on I.D. do not match client identity. If details are wrong, request additional forms of identification or do not proceed. Report incident to your departmental red flags representative.
- Report accounts with high level of inquiry for confidential information or unusual questions which are not explained by facts.
- Report cases where customer cannot produce identification after multiple attempts (See attached list of acceptable forms of identification).
- Ask for another credit card for payment over the phone if:
 - (1) Customer doesn't know the card member ID (CID) found on the back of the card
 - (2) Customer asks that representative to try lower dollar amounts when a decline message is received;
 - (3) Customer instructs representative try different expiration dates when first date failed; and/or
 - (4) Customer hesitates or pauses when asked for personal information.
- Report lost or stolen laptops, pieces of mail, printed documents or files which contain personal identifying information such as birth dates, social security numbers, credit card or bank account numbers, and medical insurance details.

Exhibit 10: Current Cashiering Staff Landscape

Location	No. of Cashiering Stations at Location	No. of Cashiers During Shift No. at Location	No. of Supervisors per Shift at Location	Shift No.	Cashiering Days of Operation at Location	Cashiering Hours of Operation at Location	Comments Variances (e.g. no Holidays, etc.)
O'Hare Auto Pound, 6545 N. Mannheim	1	1	0	x3	7 days per week	24x7	
O'Hare MPEA, 10000 W. O'Hare	2	1	0	x4	7 days per week	24x7	
Midway MPEA, 5600 S. Kilpatrick	2	1	*Currently: Four (4) Working-Supervisors; One (1) Manager, and Two (2) Floating Supervisors distributed among these sites.	x3	7 days per week	24x7	
Central Pound, 400 W. Wacker	1	1		x3	7 days per week	24x7	December Snow Tows
Auto pound #2 10300 S. Doty Road	1	1		x3	7 days per week	24x7	December Snow Tows
Auto pound #6 701 N. Sacramento	1	1		x3	7 days per week	24x7	December Snow Tows
Consumer Services, 2350 W. Ogden	1	1		AM	Monday - Friday	8:00 AM - 4:30 PM	December Taxi Medallion Renewals
City Hall - Room 805 (BACP)	2	2		AM	Monday - Friday	8:00 AM - 4:30 PM	Closed on Holidays
City Hall - Room 900 (Building)	2	1		AM	Monday - Friday	8:00 AM - 5:00 PM	Closed on Holidays
City Hall - Room 905 (CDOT)	2	1		AM	Monday - Friday	8:00 AM - 5:00 PM	Closed on Holidays

*In the event the Respondent proposes a change in the ratio of Supervisors and Managers to Cashier staff levels, then an explanation for such difference must be provided; which the City may consider in its evaluation.

Exhibit 11: Current Cashiering Transaction Data

Location	Average Total Monthly Cash and Coin Transactions at Location (in US \$)	Average Total Monthly Credit Card Transactions at Location (# of transactions)	Average Total Monthly Debit Card Transactions at Location (# of transactions)	Average Total Monthly Paper Check Transactions at Location (# of transactions)	Average Total Monthly Lockbox Paper Check Transactions at Location (# of transactions)	Peak, Seasonal, Specials, High Volume Periods currently known, if any.
O'Hare Auto Pound, 6545 N. Mannheim	\$164,109					None known.
O'Hare MPEA, 10000 W. O'Hare	\$445,100					None known.
Midway MPEA, 5600 S. Kilpatrick	\$319,100					None known.
Central Auto Pound, 400 W. Wacker	\$423,345					December Snow Tows
Auto pound #2, 10300 S. Doty Road	\$205,810					December Snow Tows
Auto pound #6, 701 N. Sacramento	\$282,377					December Snow Tows
Consumer Protection (BACP), 2350 W. Ogden	\$507,489					December-January Taxi Medallion Renewals
City Hall - room 805 (BACP and CDOT)	\$34,528					Closed on City Holidays
City Hall - Room 900 (Buildings)	\$1,477,272					Closed on City Holidays
City Hall - Room 905 (CDOT)	\$8,642					Closed on City Holidays

This information is currently not available.