

**REQUEST FOR PROPOSAL (RFP) FOR  
WATER TREATMENT CONSULTING SERVICES**

AT THE

**O'HARE AND MIDWAY INTERNATIONAL AIRPORTS**

**Specification No. 95584**

Required for use by:

**CITY OF CHICAGO  
(Chicago Department of Aviation)**



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

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

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

**A pre-submittal conference will be held on August 19, 2011, at 11:00 A.M., Central Daylight Time, at the Aviation Administration Building, 10510 West Zemke Road Chicago, Illinois 60666**

**ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M. CENTRAL DAYLIGHT TIME  
ON SEPTEMBER 21, 2011**

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**RAHM EMANUEL  
MAYOR**

**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**

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# SUBMITTAL CHECKLIST

## Request for Proposal (RFP) for Water Treatment Consulting Services at the O'Hare and Midway International Airports Specification No. 95584

### Volume I - Required Content

- Cover Letter
- Executive Summary
- Respondent's Legal Entity Contracting Information
  - Joint Venture Agreement including Schedule B and Disclosures as appropriate
  - LLC Operating Agreement and Disclosures as appropriate
  - Licensing information
- Project Understanding and Approach
  - Narrative
  - Team Organization Chart
- Respondent's Professional Qualifications and Specialized Experience
  - Narrative
  - Project Reference Forms – Exhibit 7
- Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project
  - Narrative
  - Staff Organization Chart
  - Key Personnel Resumes
- MBE/WBE Participation Plan and Commitment - SUMMARY
  - Schedule C-1
  - Schedule D-1
  - Schedule B and JV agreement if appropriate
- Schedule of Compensation (Cost Proposal) – Exhibit 2

### Volume II - Required Content

- Conflict of Interests
- Respondent's Corporate History
- Legal Actions
- Financial Statements
- Economic Disclosure Statement and Affidavit
- Insurance

This checklist is intended to assist Respondents only and may not include all submittal requirements.

**REQUEST FOR PROPOSAL (RFP) FOR  
WATER TREATMENT CONSULTING SERVICES AT THE O'HARE AND MIDWAY INTERNATIONAL  
AIRPORTS  
Specification No. 95584**

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Exhibit 2	Schedule of Compensation (Cost Proposal is required with the Response) 1. Attachment A: Travel Guidelines
Exhibit 3	Special Conditions Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment, including: 1. Attachment A: Assist Agencies 2. Attachment B: Sample Letter to Assist Agencies 3. Schedule B: Affidavit of Joint Venture (MBE/WBE) 4. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant 5. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan 6. MBE/WBE Utilization Report
Exhibit 4	Online Economic Disclosure Statement ("EDS") and Affidavit Certificate of Filing
Exhibit 5	Insurance Requirements and City of Chicago Insurance Certificate
Exhibit 6	Professional Services Agreement (SAMPLE)
Exhibit 7	Project Reference Form

**REQUEST FOR PROPOSAL (RFP) FOR  
WATER TREATMENT CONSULTING SERVICES AT THE O'HARE AND MIDWAY INTERNATIONAL  
AIRPORTS  
CHICAGO DEPARTMENT OF AVIATION**

**Specification No. 95584**

**I. GENERAL INFORMATION**

The City of Chicago ("**City**"), acting through its Chicago Department of Aviation ("**Department**" or "**CDA**"), invites the submission of Qualifications and a Cost Proposal ("**Proposal**") for Water Treatment Consulting Services ("**Services**") to provide the Department with the Services set forth on the attached Exhibit 1 for the O'Hare And Midway International Airports. The intent of this Request for Proposals ("**RFP**") is to select a most qualified Respondent proposing to provide the Services under the terms that the Department deems to be the most advantageous to the City.

"Respondent(s)" means the entities that submit Proposals in response to this RFP. The Respondent(s) awarded an Agreement pursuant to this RFP, if any, are sometimes referred to herein as "**Consultant(s)**." "**Agreement**" refers to an agreement awarded to a Consultant.

**A. Background**

The Water Treatment Consulting Services assists the Chicago Department of Aviation on matters pertaining to the water treatment systems at O'Hare and Midway International Airports

**B. Scope of Service**

The scope of services requested in this RFP is described more fully in the attached Exhibit 1, Scope of Services.

**C. Term of Services**

The City intends to award one (1) Agreement pursuant to this RFP solicitation for a base contract period of five (5) years.

**D. Communications; Pre-Submittal Conference; and Document Availability**

**1. Communications between the City and Respondents**

Respondents must communicate only with the Department of Procurement Services ("**DPS**") regarding this RFP. All questions or requests for clarification must be submitted to the following e-mail address: [bidquestions@flychicago.com](mailto:bidquestions@flychicago.com). All questions and requests for clarification must be submitted no later than 4:00 p.m. Central Daylight Time on August 25, 2011 or no response will be provided except at the discretion of the City. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

**2. Pre-Submittal Conference / Site Visit**

The City will hold a pre-submittal conference at the Aviation's Administration Building located at 10510 West Zemke Road Chicago, IL on August 19, 2011 at 11:00 a.m., Central Daylight Time. Attendance is not mandatory but is strongly encouraged. The City will address questions regarding the RFP at the pre-submittal conference, and may respond both to questions or requests for clarification raised on the day of the conference, and to questions

submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications.

Immediately following the pre-submittal conference, the City will conduct a comprehensive site visit of the H&R plant.

**3. RFP Document Availability, Information Resources**

Respondents should obtain this RFP from the Bid and Bond Room located at City Hall, 121 N. LaSalle St., Room 301, Chicago, Illinois 60602.

Respondents may request the Bid and Bond Room personnel mail them a copy of the RFP by providing the Bid and Bond Room a Federal Express account number or make arrangements with Bid and Bond Room personnel to have a package ready for pickup by another courier service. The Bid and Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

In the alternative, Respondents may download the RFP from URL address: <http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Specs/2011/Spec95584.pdf>. All Respondents who choose to download the RFP are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid and Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 95584 to (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773 to register Respondent's company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFP. Respondents are responsible for obtaining all RFP materials.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

***E. Deadline and Procedures for Submitting Proposals***

1. Proposals must be received by the Bid and Bond Room no later than 4:00 p.m. Central Daylight Time on September 21, 2011.
2. The City may not accept Proposals that are not received by the date and time set forth in Section I.E.1 above. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept a Proposal received after the due date and time.

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

3. The 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  
Attention: Robert Stuart, Contracts Negotiator

4. Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies of the Proposal on CD in PDF format on fifteen (15) separate CD-ROMS. The original Proposal must be clearly marked as "ORIGINAL" and on all documents, requiring a signature must bear the original signature of Respondent's authorized signatory. 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 for Water Treatment Consulting Services at the O'Hare and  
Midway International Airports  
Specification No. 95584  
Due: 4:00 p.m. Central Daylight Time, September 21, 2011  
Submitted by: \_\_\_\_\_

(Name of Respondent)

Package \_\_\_\_ of \_\_\_\_

The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determining if a Proposal was submitted by the date and time specified in this RFP, and in order to determine a Respondent's return address.

6. **FEES FOR THE SUBMISSION OF PROPOSALS.** Section 2-92-418 of the Municipal Code of the City of Chicago requires for each competitively bid contract and each request for qualifications where the estimated dollar value of the Contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00 that **each bidder or proposer submit with its qualifications a non-refundable "submittal fee" in the amount of \$900.00.** The submittal fee must be submitted no later than the date and time on which the bid or qualifications is due. The submittal fee must be in the form of a certified check, cashier's check or money order payable to the City of Chicago. The CPO has determined the value of the contract for the Services required under this Contract does not exceed \$10,000,000.00. As a result, a submittal fee to the City with its Proposal to this RFP is not required.

**F. Procurement Timetable**

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the City.

Key Activity	Target Date
City Issues RFP	<u>August 15, 2011</u>
Pre-Submittal Conference	<u>August 19, 2011</u>
RFP Questions and Clarifications Due	<u>August 25, 2011</u>
Proposals Due	<u>September 21, 2011</u>

**G. Conflicts of Interests**

For the purposes of this Section I.G only, the term "Respondent" shall mean the entities that submit Proposals in response to this RFP and, if Respondent is a joint venture or limited liability company, any partner in the joint venture or any member of the limited liability company.

Respondents will be subject to the following conflicts of interest rules:

**Conflict of Interest:** The Evaluation Committee ("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 successfully 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 this RFP or any other services related to this RFP, such Respondent may be disqualified from further consideration.

**II. REQUIRED INFORMATION**

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

**A. Format**

Proposals responding to this RFP should be prepared using a font no smaller than 10 point 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 Proposal, reports, and all other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as no materials will be returned.

Proposals must be submitted in two separately-bound volumes. The first volume must contain the Respondent's Statement of Qualifications and must be labeled "*Volume I, Statement of Qualifications*"; the second volume must contain representations and certifications as described herein and must be labeled "*Volume II, Representations and Certifications*".

**Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.**

**B. Volume I - Required Content**

Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant Proposal. Submission of a Proposal constitutes the Respondent's acceptance of all requirements outlined in the RFP. By submitting a response to this RFP, Respondent acknowledges that if its Proposal is accepted by the City, its Proposal and related submittals may become part of the Agreement.

The Proposal must include the following information:

**1. Cover Letter – limit of one page**

Respondent must submit a cover letter, signed by an authorized Respondent representative, committing Respondent to providing the Services in accordance with its Proposal and the terms and conditions of any Agreement, which may be awarded pursuant to this RFP.

**2. Executive Summary – limit of three pages**

Respondent must provide an executive summary, which addresses the following information:

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- B. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- E. Summarize 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, attached to this RFP as Exhibit 3; and



F. Respondent must identify any exceptions or objections it has to the City's sample Professional Services Agreement ("**PSA**"), a copy of which is attached hereto as Exhibit 6. The City may from time to time revise the PSA. The City will not accept or entertain any exceptions or objections to the PSA at any time after Proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSA.

**3. Company Profile – limit of one page (plus any attachments required by the provisions below)**

Respondents must briefly describe their legal structure and the way in which their business is organized.

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

- a) Schedule B as shown in Exhibit 3, if Respondent's joint venture team includes a City-certified MBE/WBE firm(s), as applicable; and
- b) Separate Economic Disclosure Statement and Affidavits ("**EDS**") for each joint venture partner, a copy of which is attached hereto as Exhibit 4.

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate EDS as shown in Exhibit 4.

Note that the EDS forms should be placed in Volume II of the Proposal.

**4. Project Understanding and Approach – limit of ten pages plus a Team Organizational chart**

Respondent must describe its interest, understanding and approach to providing Services for the Project. Respondent must include an explanation of its approach to project management. Also to be included are: a plan for implementing and monitoring the Services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely, quality performance of all required timely Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the City's consideration.

Any subcontractors who will be performing Services on this Project, including their designation as MBE/WBE/BEPD, should be listed along with discussion of their roles and responsibilities.

**5. Professional Qualifications and Specialized Experience – limit of two pages plus ten pages for Project Reference Forms**

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at other airports or programs with similar complexity and magnitude. This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide the Services. Regarding prior similar experiences, highlight key issues faced and innovative solutions used.

Respondent must also provide the information on the Project Reference Form included as Exhibit 7 in this RFP. One Project Reference Form is required for each referenced project. Exhibit 7 may be modified for presentation purposes, but must include all requested information; there is no page limit for individual projects; however, the maximum total for all projects is ten pages and no more than one project may be included on any Project Reference Form.

**6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project - limit of three pages plus a Staff Organization chart plus Resumes**

- a. In three (3) pages or less, Respondent must describe the professional qualifications and experience of the individuals who will be dedicated to providing the Services on the Project. Respondent must provide an organization chart identifying, at a minimum, the "Key Personnel" who will participate in the following major components of the Project:

Respondent must indicate each proposed person's areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Project All Key Personnel must have significant and relevant experience in the area for which they are proposed to provide Services.

- b. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project.
- c. Respondent must submit resumes or corporate personnel profiles of all staff (maximum two pages per individual) which demonstrate relevant past experience for each proposed staff member and Key Personnel.

**7. MBE/WBE Participation Plan and Commitment – limit of three pages**

Respondent must describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The current MBE participation goal is 25% of the total contract value, and the current WBE participation goal is 5% of the total contract value. Consistent with the City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level.

To be eligible for favorable consideration under the Prime Contractor element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

**8. Cost Proposal – limit of seven pages**

Respondent must submit a Cost Proposal based on Annual Budget for the five (5) year base period. The City is requesting detailed information regarding the fully loaded hourly rates for the Services required. In Exhibit 2, provide details of the fully loaded hourly rates in the Schedule of Compensation. Respondent is responsible for disclosing any charges or fees over and above the fully loaded hourly rates listed in Schedule of Compensation that the City would incur before, during, and after the transition of services.

Based on the City's need to compare Schedule of Compensation between Respondents,

Respondents should not deviate from the compensation methods outlined in Exhibit 2. The City reserves the right to negotiate a terms and conditions with selected Respondent.

**C. Volume II - Required Content**

**1. Conflict of Interests**

If applicable, Respondent must provide a statement and information regarding conflicts of interest required pursuant to Section I.G.

**2. Respondent's Corporate History**

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, 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.

**3. Legal Actions**

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

- a. a debtor in bankruptcy;
- b. a defendant in a legal action for deficient performance under a contract, in violation of a statute or related to service reliability;
- c. a respondent in an administrative action for deficient performance on a project, in violation of a statute or related to service reliability;
- d. a defendant in any criminal action;
- e. a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract, in violation of a statute or related to service reliability;
- 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, in violation of a statute or related to service reliability; or
- g. a defendant or respondent in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents.

**4. Financial Statements**

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a copy of its **most recent audited financial statements**. The City reserves the right to accept or reject any financial documentation other than the audited financial statements.

**5. MBE/WBE Documentation**

Respondents must provide an original, fully executed Schedule D-1 indicating the MBE/WBE entities a Respondent proposes to include as part of its Proposal. The

Schedule D-1 must indicate the participation percentage proposed for each MBE/WBE entity. The total dollar amount for each entity should be shown as Depends Upon Requirements ("DUR").

Respondents must also provide original, fully executed Schedules C-1 for each MBE/WBE entity listed on the Schedule D-1. Each Schedule C-1 must include a copy of the *current certification letter* issued by DPS. **Each MBE/WBE entity must be certified by the City at time of Proposal submission.**

Respondents must comply with the Special Conditions Regarding Minority Business Enterprises and Women Business Enterprises Commitment attached as Exhibit 3. Failure to comply with this requirement may result in disqualification from this RFP process.

If the Respondent is joint venturing with an MBE/WBE firm then the Respondent must submit a fully executed Schedule B and a copy of the joint-venture agreement.

**6. Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")**

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit a completed and executed Disclosure Affidavit, attached hereto as Exhibit 4. If the Respondent is a business entity other than a corporation, then each member or partner of the Respondent must complete a Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) ("**Municipal Purchasing Act**") or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized.

Subcontractors do not have to submit a Disclosure Affidavit at the time of submitting a Proposal but may be required to do so by the City at a later date.

**7. Insurance**

Respondents are **NOT** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in Exhibit 5. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in Exhibit 5. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited liability company.

**III. EVALUATION OF PROPOSALS**

**A. Evaluation Committee and Short-listing Process**

An Evaluation Committee ("**EC**"), which may include representatives of the Department, DPS, and other City departments, will review and evaluate the Proposal. The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the Proposal, as it deems necessary. The EC will first assess the Respondent's compliance with and adherence to all Volume I and Volume II of the submittal requirements. Any Proposal which is incomplete and missing key components necessary to fully evaluate the response may, at the discretion of the CPO, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The EC will then evaluate the extent to which a Response meets the Project requirements set forth in the RFP, including but not limited to a detailed analysis of Volumes I and II of the Response. The focus of the evaluations will be on the Respondent's understanding and approach, qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in this section. The EC may also review any other information that is available to it, including but not limited to 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 Response and eliminate the Respondent from further consideration.

After the EC completes its review of Proposals, it may submit to the Commissioner of the Chicago Department of Aviation (the "**Commissioner**"): (1) a recommended short list of Respondents for further consideration; (2) a recommendation to select one or more Respondent(s) or (3) a recommendation to reject any or all Proposals.

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Proposal and/or to ask Respondent to respond to additional questions. The format of the oral interviews may require short-listed Respondents to respond to technical questions presented in advance of or at the time of the interview.

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Project Manager and Key Personnel. The proposed Project Manager and Key Personnel must be prepared to address the subjects and requirements for Water Treatment Consulting Services.

The EC will then make a final evaluation and will submit a recommendation for one or more Respondents to the Commissioner. If the Commissioner concurs with the selection recommendation from the EC, the Commissioner will forward such concurrence and recommendation to the CPO for authorization to enter into contract negotiations with the selected Respondent(s).

The City will require the selected Respondent(s) to participate in contract negotiations, including but not limited to negotiations regarding compensation. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award an Agreement, nor is such requirement an opportunity for Respondent to take exception or objection to any part of the PSA, which it did not take exception or objection to as allowed in this RFP. If the City determines that it is unable to reach an acceptable Agreement with the selected Respondent, including failure to agree on a fair and reasonable compensation for the Services or any other terms or conditions, the City may terminate negotiations with the selected Respondent, and may commence negotiations with any of the other Respondent(s) until such time as the City has negotiated an Agreement meeting its needs.

## **B. Evaluation Criteria**

The City will review the Respondent's Proposal using the following criteria (in no particular order of importance or evaluation weight):

1. Ability to meet the service requirements described in the Scope of Services and Section III.B., above;
2. Technical and professional Competence as Evidenced by:

- a. Respondent's overview and plan for implementing the Services;
  - b. Respondent's demonstrated experience organizational management to provide water treatment consulting services, in an expedited, streamlined environment;
  - c. Respondent's professional qualifications, specialized experience and availability of Key Personnel;
3. Respondent's systems, management techniques, required expertise and resources designed to facilitate effective decision-making, and stakeholder coordination and control; Preference will be given to firms with significant experience and knowledge of all three components of the Services required per Exhibit 1, Scope of Services of this RFP;
  4. The EC will consider Respondent's detailed cost proposal as indicated in Exhibit 2. Respondent's cost proposal is important, however, it is not the sole factor in the evaluation process. Each Respondent's qualifications and cost proposal will be evaluated to determine a best value Proposal to the City. The best value Proposal to the City will be that responsive and responsible Proposal that will achieve highest score based upon qualifications and price.
  5. Completeness and comprehensiveness of Respondent's Response to this RFP, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes and requirements including required disclosures and certifications;
  6. Legal actions that might affect Respondent's ability to perform as contracted;
  7. Financial capacity to deliver the required Services;
  8. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the City;
  9. The level, relevance and quality of the proposed MBE/WBE utilization plan. In cases where multiple Respondents have demonstrated equivalent capabilities, resources and experience to provide the Services, preference may be given to Respondents who have established a joint venture or other team structure that affords MBE and WBE firms an equity position within the prime-contracting entity, and/or incorporates other capacity-building or innovative-utilization initiatives. The City will also consider MBE/WBE participation on Respondent's prior contracts with the City, if applicable;
  10. The Respondent's demonstrated ability to meet the compliance with Insurance requirements identified in Exhibit 5.
  11. The Respondent's willingness to take no exceptions to the PSA attached to this RFP as an Exhibit 6; and
  12. Outcome of oral interviews including technical analysis and presentation (if requested by the City);

#### **IV. CONFIDENTIALITY; PUBLIC INFORMATION**

Respondents may designate those portions of a Proposal, which contain trade secrets, or other proprietary data ("**Data**") which Respondent desires 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 Proposal includes trade secrets or other proprietary 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 City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposal. If, however, an Agreement 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 Agreement. 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. The Data subject to this restriction are contained in sheets (insert page numbers or other identification)."
- 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."
- C. Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.
- D. **All Proposals submitted to the City in response to this RFP are subject to the Illinois Freedom of Information Act.** The City will make the final determination as to whether the information will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of this information.
- E. Consistent with the City's practice of making available all information submitted in response to a public procurement all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFP, and any information or documentation presented to City as part of the negotiation of an Agreement will be made publicly available through a Website hosted by the City. Data will only remain confidential if Respondent has marked the documents containing such data in the manner required by this Section IV.

## V. ADDITIONAL DETAILS OF THE RFP PROCESS

### 1. *Addenda*

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take-Out-Sheet" prior to the Proposal due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFP package in the Bid and Bond Room, request that the Bid and Bond Room personnel mail them a copy, or download the RFP document per the instructions and requirements in Section I.D.3. Each addendum is incorporated as part of the RFP documents, and receipt must be acknowledged by the prospective Respondents in the Cover Letter of their Proposals or as otherwise directed herein.

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

- 1. A change of the Response due date;
- 2. Clarifications to Respondents questions; and
- 3. Terms and conditions the City anticipates will be included in the final signed contract.

## **2. City's Rights to Reject Proposal**

The City is under no obligation to award an Agreement pursuant to this RFP and, acting through the CPO, reserves the right to reject any and all Proposals. The City reserves the right to use any other procurement method available under applicable law to obtain the Services described herein.

## **3. No Liability for Costs**

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

## **4. Prohibition on Certain Contributions**

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

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

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

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

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

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



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.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

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

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."

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

#### **WATER TREATMENT CONSULTING SERVICES AT O'HARE AND MIDWAY INTERNATIONAL AIRPORTS**

- I. **General Scope of Services.** The selected Consultant ("Consultant") will perform the Services as directed by the CDA on matters pertaining to the water treatment systems at O'Hare and Midway International Airports (individually, "O'Hare" and "Midway" respectively, and together the "Airports").

During the entire term of Consultant's agreement with the City, including extensions if any, Consultant and its employees will have no direct or indirect affiliation with the sale and/or distribution of water treatment chemical products, water treatment equipment, ion exchange resins or other materials used to implement or control the water treatment program for O'Hare or Midway or any other water-using facility and must offer water treatment services as its principal business function.

The key personnel ("Key Personnel") positions consist of Consultant's full-time employees, identified in Exhibit 2. Consultant must maintain an office at a location that will allow Consultant to reach both O'Hare and Midway within two (2) hours after a request is made by the CDA.

- II. **Detailed Scope of Services.**

- A. Water Treatment Services.** Consultant will perform all necessary water treatment consulting services at the Airports, including but not limited to the following:

- 1.) Conduct analytical control tests of the water systems to determine water quality.
- 2.) Interpret the tests performed and provide a written report regarding system conditions.
- 3.) Provide recommendations for correction of deficiencies in the water treatment systems based on the control tests performed.
- 4.) Instruct operating personnel on correct testing procedures to properly apply and control the chemical treatment program.
- 5.) Provide instructional classes for the operating personnel on the proper handling of the chemicals used in the water treatment system used at the Airports, and provide additional instructional classes for related services as directed by the CDA.
- 6.) Conduct annual equipment inspections to assess the condition of waterside surfaces and heat transfer areas. Consultant must provide a written report on inspection findings.
- 7.) Monitor the corrosion rate in the cooling water systems by the use of the American Standard and Testing Material ("ASTM") corrosion coupon method.
- 8.) Determine the total bacteria counts in the cooling water system by the use of the pour plate method and report deficiencies to the CDA for action.
- 9.) Attend meetings as required by the CDA to provide input on issues and to resolve problems that may arise.
- 10.) Provide any other water treatment related services as directed by the CDA, including additional analytical testing not listed in the attached schedules set forth in Exhibit 1, Schedule 1 and the procurement of laboratory supplies used at the airports directly related to the performance of the services.

- B. Communication:** The results of each week's analysis and recommendations will be communicated through a Microsoft Word, PDF (or equivalent) document to the Chief Engineer and all other necessary parties. The report will be e-mailed in an electronic format. A quarterly summary of the data from all

operating system – graphically presented – should also be e-mailed to the Chief Engineer and all other necessary parties.

- C. Metropolitan Water Reclamation District (“MWRD”) Outfall Testing and Reporting:** The current two outfalls from the airport system to the MWRD must be tested for 7-Day composite BOD (Biological Oxygen Demand - 5 day) and TSS (Total Suspended Solids) twice each calendar year – typically in April and September. A certified, composite sampler must be provided, installed and removed. Samples from this sampler will be collected and certified analysis will be performed by an accredited laboratory insuring that samples are properly preserved throughout the process. A report of the analysis is required to comply with completing the MWRD outfall form. Flow measurements are not required.
  
- D. Water Safety Plan:** The O'Hare airport uses a Hazard Analysis and Critical Control Points (“HACCP”) based plan to reduce the risks associated with water born pathogens like Legionella. Bacterial testing results and chlorine results are taken by O'Hare personnel on a regular basis. Legionella testing is done on a regular basis for cooling towers, domestic water systems and other water systems. Consultant will be responsible for supervising O'Hare personnel with respect to all bacterial, chlorine and Legionella sampling. Consultant will also be responsible for the testing and analysis of bacterial, chlorine and Legionella samples. Typically 20 to 30 samples per year are analyzed for Legionella.
  
- E. Additional Sampling:** Additional testing (e.g. hydraulic oils – for identification, deicer identification for glycol, acetates, fats, oils and greases (FOG), Total Petroleum Hydrocarbon, etc.) as requested by the facility will be performed at an additional charge. A fee structure for these common analyses must be provided.

## **Schedule 1**

### **Required Tests and Frequency of Testing**

Consultant shall perform the following tasks and tests at the frequency provided herein. The accuracy of all tests shall be based on industry guidelines and all testing shall comply with recognized industry standards.

#### **Chemical Lab (Utilities – Cooling Towers, HTHW system:**

- Write and update standard operating procedures (SOP's) for all operator wet chemical residual testing and wet chemical treatment performance testing for cooling towers, chilled loop, softeners, domestic water, demineralizers and high temperature hot water systems.
- Train operators on wet chemical tests and performance tests. Troubleshoot feed and control equipment, demineralizers. Manage chemical testing reagent inventory.
- Validate on-site wet chemistry testing with alternative methods (ICP-OES, Atomic Absorption, IC) to insure that testing on-site is correct and to detect small changes in chemistry that are not detectable with wet-chemical methods.
- Identify and implement improvements to current chemical programs that will result in lower operating costs, reduced chemical or water usage, and improved safety.
- Inspect open equipment (DA's, chillers, HE's, HTHW systems, etc.) for potential issues that may have occurred during operation or idle time. Insure programs are capable of handling systems during idle periods or lay-up periods.
- Routinely test for Legionella within the cooling tower system and actively manage the biological control program to minimize the amplification of Legionella within the cooling water system. Take corrective actions when necessary.

#### **Ecology Lab**

- Write and update standard operating procedures (SOP's) for all ecology laboratory procedures for 5 Day BOD, Total Suspended Solids, pH, Total Dissolved Solids, Nitrate and dissolved oxygen.
- Check calibration of pH meters, dissolved oxygen meters and TDS meters on a routine basis.
- Manage the electronic spreadsheet where data is entered for routine analysis.
- Train operators on testing procedures – validate testing by splitting samples and sending to outside IEPA certified laboratory for 5 Day BOD, TSS and pH.
- Manage outside contractor that does outfall sampling for MWRD testing (7 day sampling – two outfalls twice a year). Reports submitted.
- Glycol, Fats, Oil and Grease, and other testing as required.

#### **Domestic Water**

- Domestic Water testing using a "HAACP" type template for prevention of legionella, a type of bacteria found in groundwater as well as fresh and marine surface waters. Legionella may enter plumbing systems and cooling towers via these water sources. The CDA requires control measures to be

conducted properly and routinely because the biofilm, scale, and corrosion that builds up over time in these systems will protect the organism and allow it to multiply. Control measures are particularly critical in areas where aerolization can occur because contaminated aerosolized water from cooling towers, nebulizers, and faucets may become airborne and when inhaled may cause serious illness.

- Training of operators in testing for heterotrophic bacteria and chlorine in water systems.
- Electronic log sheet for tracking data and for generating work orders on systems that show low chlorine levels or high bacterial levels.

**Cooling Tower (East, North and South) testing and make up water (city water).**

<u>Test</u>	<u>Method</u>	<u>Frequency</u>
Conductivity	Conductivity meter	Weekly
pH	pH meter	Weekly
Magnesium Hardness	ICP-OES	Weekly
Calcium Hardness	ICP-OES	Weekly
Ca to Mg Ratio	Calculated – Performance metric for scale formation	Weekly
Iron	ICP-OES	Weekly
Copper	ICP-OES	Weekly
Total Phosphate	ICP-OES	Weekly
Zinc	ICP-OES	Weekly
Sodium	ICP-OES	Weekly
Molybdate	ICP-OES	Weekly
Silicon	ICP-OES	Weekly
Boron	ICP-OES	Weekly
Aluminum	ICP-OES	Weekly
Sulfate	ICP-OES	Weekly
Manganese	ICP-OES	Weekly
Ortho-phosphate	Wet chemistry	Weekly
Org PO4	Calculated – scale inhibitor levels	Weekly
Azole	Wet chemistry	Weekly
Bacteria	Agar – enumeration	Weekly
Polymer	Wet Chemistry	Weekly
Total Hardness	Calculated -	Weekly
Free Chlorine	Wet Chemistry	Weekly
M alkalinity	Wet Chemistry	As needed
Corrosion rate	Corrator via Linear Polarization Resistance	Quarterly

**Chilled Loop/Water Softeners**

<u>Test</u>	<u>Method</u>	<u>Frequency</u>
Conductivity	Conductivity Meter	Weekly
pH	pH meter	Weekly
Magnesium	ICP-OES	Weekly
Ca Hardness	ICP-OES	Weekly
Ca/Mg Ratio	Calculated – Performance metric for scale formation for chilled loop	Weekly
Iron	ICP-OES	Weekly
Cu	ICP-OES	Weekly

Total Phosphate	ICP-OES	Weekly
Zn	ICP-OES	Weekly
Sodium	ICP-OES	Weekly
MO	ICP-OES	Weekly
Silicon	ICP-OES	Weekly
Boron	ICP-OES	Weekly
Aluminum	ICP-OES	Weekly
Sulfate	ICP-OES	Weekly
Manganese	ICP-OES	Weekly
Total Hardness	Calculated	Weekly
Azole	Chilled loop – wet chemistry	Weekly
Nitrite	Chilled Loop – wet chemistry	Weekly
Bacteria	Chilled Loop – enumeration Agar	Weekly
Corrosion Rate	Corrator – Linear Polarization Resistance	Quarterly

**Mixed Bed Polishers/North and South DA and Storage/HTHW Systems**

<u>Test</u>	<u>Method</u>	<u>Frequency</u>
Cond	Conductivity Meter	Weekly
pH	pH meter	Weekly
Magnesium	ICP-OES	Weekly
Calcium	ICP-OES	Weekly
Ca/Mg Ratio	Calculated – Performance metric for scale formation in HTHW	Weekly
Iron	ICP-OES	Weekly
Copper	ICP-OES	Weekly
Phosphate	ICP-OES	Weekly
Zn	ICP-OES	Weekly
Sodium	ICP-OES	Weekly
MO	ICP-OES	Weekly
Silicon	ICP-OES	Weekly
Boron	ICP-OES	Weekly
Aluminum	ICP-OES	Weekly
Sulfate	ICP-OES	Weekly
Manganese	ICP-OES	Weekly
Total Hardness	Calculated	Weekly
Hydrazine	Wet Chemistry	Weekly

Other water testing as requested by CDA

## **EXHIBIT 2**

### **SCHEDULE OF COMPENSATION Cost Proposal**

Chicago Department of Aviation  
Water Treatment Consulting Services at the O'Hare and Midway International Airports

Each Respondent should submit its cost proposal to reflect a fully loaded rate payment structure Water treatment consulting services in the format shown below.

Fully loaded rates include any overhead, profit and burden. No additional compensation will be paid to the selected Respondent over and above the fully loaded rate.

This cost proposal is to be used as a 'guide' and is in the format the CDA would prefer the information be presented. Respondents are responsible for identifying all resources required to perform the Scope of Services identified in Exhibit 1.

- I. **Annual budget for water treatment consulting services.** Consultant is required to submit a five (5) year annual budget in the format shown herein (see Exhibit 2, Schedule 1) for water treatment consulting services at the Airports. The fees for Services in Consultant's five (5) year annual budget shall include all of Consultant's costs, expenses and salaries of Consultant's personnel, for years one (1) through five (5). This rate shall represent fully loaded rates, which include all labor costs, laboratory supplies and analysis, overhead, burden and profit as well as other necessary and incidental expenses associated with performing the Services. Travel is not anticipated to be necessary in order to provide the services requested herein, therefore any incidental travel expenses shall be included in the annual budget for water treatment consulting services and shall not be considered a reimbursable expense. The annual budget for the Services set forth in Exhibit 1, Scope of Services, cannot exceed \$262,000.00. All services required pursuant to the Scope of Services for both Midway and O'Hare are included in this amount.
- II. **Reimbursable expenses.** Consultant will be reimbursed for certain direct costs and expenses incurred in the satisfactory performance of the additional Services described in Exhibit 1, Scope of Services, Section II.A.10). For those reimbursable expenses, Consultant must obtain prior written approval of the CDA before incurring such costs. If the costs are approved by the CDA, Consultant will be reimbursed at actual cost, without markup or surcharge, unless expressly stated otherwise. The reimbursable expenses must consist of and be limited to all direct costs and expenses expressly provided for, which have been paid or incurred by Consultant in connection with the Services described above, subject to those limitations set forth herein.

Water Treatment Consulting Services  
 Schedule of Compensation

**Exhibit 2, Schedule 1**

Midway International Airport	Year 1		Year 2		Year 3		Year 4		Year 5	
	Annual Rate		Annual Rate		Annual Rate		Annual Rate		Annual Rate	
Key Personnel										
Position... 1	\$ -		\$ -		\$ -		\$ -		\$ -	
□	\$ -		\$ -		\$ -		\$ -		\$ -	
Position...n	\$ -		\$ -		\$ -		\$ -		\$ -	
<b>Total</b>		-		-		-		-		-

O'Hare International Airport	Year 1		Year 2		Year 3		Year 4		Year 5	
	Annual Rate		Annual Rate		Annual Rate		Annual Rate		Annual Rate	
Key Personnel										
Position... 1	\$ -		\$ -		\$ -		\$ -		\$ -	
□	\$ -		\$ -		\$ -		\$ -		\$ -	
Position...n	\$ -		\$ -		\$ -		\$ -		\$ -	
<b>Total</b>		-		-		-		-		-

Annual Summary Fees	Year 1		Year 2		Year 3		Year 4		Year 5	
	Annual Rate		Annual Rate		Annual Rate		Annual Rate		Annual Rate	
Midway International Airport		-		-		-		-		-
O'Hare International Airport		-		-		-		-		-
<b>Total</b>		-		-		-		-		-





**ASSUMPTIONS:**

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## **EXHIBIT 2A**

### **CITY OF CHICAGO TRAVEL GUIDELINES**

Such amount of compensation shall be inclusive of all direct and indirect costs, expenses, and profits of the Consultant in performing Bidding Phase Services and Construction Support Services.

#### **The City of Chicago Travel Guidelines are issued by:**

City of Chicago  
Office of Budget and Management  
City Hall, Room 604  
121 North LaSalle  
Chicago, Illinois 60602

**Effective April 2008**

#### **1. City of Chicago Travel Policy**

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and contractors who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

This policy:

- Is not intended to cover routine local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out of town travel or travel to Chicago from another city.
- Applies to all City departments, employees and contractors regardless of funding sources (i.e. grants).
- Requires that all employees secure the most economical means of travel, including cost, travel time and work requirements.
- Will be strictly enforced. Any deviation from these guidelines must be justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, contractor or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical travel arrangements available at that time.

For purposes of this policy, the Chicago metropolitan area is defined as Cook, DuPage, Will, Lake and McHenry counties

#### **2. General Approval**

A. General Requirements

The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony
- As a stipulation or condition of grant funding or otherwise required for state or federal certification
- Presentation on behalf of the City at a conference or seminar
- Financial or tax audit
- Site visits or operational evaluations related to departmental improvement efforts
- Court proceedings or case preparation
- Attendance at conferences, meetings, seminars or training sessions for which:
  - the topic is of critical interest to the City;
  - representation at the event is in the best interest of the City, and
  - the topic is related to an employee's professional development.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

B. Limits on Participants

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees from any one department unless otherwise approved by OBM. City of Chicago

C. Travel Approval Procedure

- All travel arrangements are to be secured through the City's designated travel management agency, Corporate Travel Management Group (CTMG).
- All travel outside the Chicago metropolitan area requires approval from OBM.
- Complete original Travel Request Form and support documentation must be approved by the appropriate department head and submitted to OBM no later than seven (7) business days prior to the date of travel.
- In emergency situations in which there are fewer than seven (7) business days prior to a proposed trip, the Travel Request Form may be faxed to the requesting department's budget analyst at (312) 744-3618.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by OBM.
- A Travel Expense Report must be accurately and clearly completed and submitted with all receipts in order to obtain reimbursement for travel expenses.
- If there is a disputed reimbursement, a representative from the Comptroller's Office will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account 0245.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

D. Travel Outside the Continental United States

- All requests for City travel outside the continental U.S. must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

### 3. Reimbursable Travel Expenses

#### A. Business Related Expenses

- Business-related expenses incurred while on City business may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
  - Photocopying
  - Sending or receiving faxes
  - Express mail services
  - Internet connections
- Original receipts must be provided for reimbursement.

#### B. Transportation

- City-owned Vehicles
  - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not the standard "per mile" reimbursement.
  - Original receipts must be provided for all expenses.
  - Travel in a City-owned vehicle outside the Chicago metropolitan area (see p. 7) requires prior approval from OBM.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
  - Refer to the City of Chicago vehicle policy for other rules and regulations regarding the use of City-owned vehicles.
- Personal Vehicles
  - Employees may use personal vehicles for business travel within a 300-mile radius of Chicago.
  - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event will the reimbursement exceed the cost of coach airfare.
  - "Per mile" reimbursement includes the cost of gas, oil and general maintenance.
  - Parking and toll expenses will be reimbursed separately with original receipts.
  - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Car Rental
  - Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other mode of transportation impractical.
  - Car rental will not be approved for travel within the Chicago metropolitan area. City pool cars or I-Go cars should be reserved for such travel.
  - The compact car rental rate will be reimbursed unless the need for a larger car can be justified.
  - Daily rental rates, taxes, surcharges, gas, car rental insurance and oil expenses are considered reimbursable items.
  - Only one car rental will be allowed per trip.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
  - Original receipts are required for reimbursement.
- Common Carrier (Air, Train, Bus)

- To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
- First-class travel is prohibited.
- Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City's travel agency will advise.
- Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
- The lowest priced airfare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the airfares exceeds the cost of lodging for each extra day added together. For example, if the difference between airfares is \$500 and lodging for that Saturday and Sunday totals \$300, employees have the option of the Saturday night stay. The following applies when a traveler has opted for a Saturday night stay, but is not conducting City businesses on Saturday or Sunday:
  - Supporting documentation comparing airfares is needed to approve Saturday night stay options.
  - Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
  - Meals (per diem) are reimbursable at the appropriate rate.
- Ground Transportation (Taxis, Public Transportation, Limousine Service)
  - Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
  - Public transportation is encouraged.
  - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
  - Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
  - Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
  - Gratuity for ground transportation is the sole responsibility of the traveler.
  - Original receipts are required for reimbursement.

### **C. Laundry**

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
- Original receipts are required for reimbursement.

### **D. Lodging**

- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" (page 14) section of this policy, exclusive of applicable taxes.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by OBM.
- Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
- Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
- Original receipts are required for reimbursement.

### **E. Meals**

- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals
- If travel is conducted within the Chicago metropolitan area, meals will be reimbursed at the discretion of the department head and with prior approval from OBM
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area.

#### **F. Telephone Calls**

- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- Employees are allowed up to twenty (20) minutes (no more than \$5.00) for reimbursable personal phone calls per day while traveling on City business.
- Business calls may be reimbursed at the discretion of the department head with a maximum reimbursement of \$10 per day.
- When possible, employees should avoid hotel surcharges by using cell phones or phones outside the hotel room for personal and business calls.
- Original receipts are required for reimbursement.

#### **G. Additional Expenses**

- Original receipts are required to claim reimbursement for incidental expenses not listed above.
- Reimbursement for incidental expenses will be approved at the discretion of the department head.
- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (see p. 14) section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
- If travel is conducted within the Chicago metropolitan area (page 7), meals will be reimbursed at the discretion of the department head and with prior approval from OBM.
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area (page 7).

#### **H. Travel Expense Advances**

- Cash advances are not allowed.

#### **I. Conference Registration Fees**

- Registration fees may be charged to the department's education and professional development accounts (Account 0169) at the discretion of the department head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early registration discounts.

#### **J. Travel by City of Chicago Consultants or Contractors**

- Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses incurred, not a flat per diem.
- Travel by City employees to consultant's location prior to approved contract is prohibited.

#### **K. Non-Reimbursable Travel Expenses**

Non-reimbursable expenses include, but are not limited to, the following:

- Additional charges for room upgrades or special "club" floors.
- Alcoholic beverages
- Coat check services
- Entertainment, including but not limited to in-room movies
- Late check-out and guarantee charges
- Parking or moving violation tickets
- Personal services (i.e. barber, shoe shine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

#### **4. Travel Reimbursement Rates**

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II, III and IV are not all inclusive. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.



### Travel Reimbursement Rates

	<b>Group I Cities</b>	<b>Group II Cities</b>	<b>Group III Cities</b>	<b>Group IV Cities</b>
	Boston, MA  New York City and metro areas  Los Angeles, CA  Miami, FL  San Francisco, CA  Washington, DC and metro areas	Atlanta, GA  Chicago, IL  Houston, TX  Philadelphia, PA  San Jose, CA	Baltimore, MD Cleveland, OH Cincinnati, OH Columbus, OH Dallas, TX Denver, CO Detroit, MI Indianapolis, IN Las Vegas, NV Memphis, TN Milwaukee, WI Minneapolis/St Paul, MN Nashville, TN New Orleans, LA Orlando, FL Phoenix, AZ Portland, OR San Diego, CA Seattle, WA Tampa, FL	Kansas City, MO Louisville, KY Madison, WI Pittsburgh, PA St Louis, MO Springfield, IL**
<b>GROUND TRANSPORTATION</b> Including parking at point of departure	\$55	\$50	\$40	\$30
<b>TRANSPORTATION</b>				
<i>AIR:</i>	Coach	Coach	Coach	Coach
<i>BUS:</i>	Economy	Economy	Economy	Economy
<i>RAIL:</i>	Economy	Economy	Economy	Economy
<i>PERSONAL CAR*:</i>	\$.0505/mile	\$.0505/mile	\$.0505/mile	\$.0505/mile
<b>LODGING</b> Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement.	\$250.00	\$225.00	\$150.00	\$125.00
<b>PER DIEM</b> Including tax and gratuity	\$64	\$59	\$54	\$49

\* Mileage reimbursement follows the rate as determined by the Internal Revenue Service. 2008 rate is listed.

\*\* When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group III.

<b>TRAVEL REQUEST FORM</b>			
Name: _____		Department: _____	
Purpose of Travel: _____		Bureau/Division: _____	
		Destination: _____	
Funding Code: _____		Departure Date: _____	
If more than one funding code is to be used specify amount charge to each.		Return Date: _____	
<b>TRAVEL EXPENSE ESTIMATE</b>			
TO BE COMPLETED AND SUBMITTED 7 BUSINESS DAYS PRIOR TO TRAVEL TO THE OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION			
<b>Estimated Expense:</b>		Transportation \$ _____	
		Meals:	
		_____ Days @ _____ per day \$ _____	
		Lodging:	
		_____ Days @ _____ per day \$ _____	
		Registration (Acct. 0169) \$ _____	
<b>Other Expenses (please list):</b>			
		\$ _____	
		\$ _____	
		\$ _____	
		<b>TOTAL ESTIMATE \$ _____</b>	
I have reviewed this Travel Request, and find:			
<ul style="list-style-type: none"> <li>• The purpose of this trip fulfills an important public objective;</li> <li>• This trip adheres to the City of Chicago Travel Policy;</li> <li>• The purpose of the trip cannot be fulfilled locally.</li> </ul>			
		Traveler: _____	Date: _____
		Department Head: _____	Date: _____
		OBM Analyst: _____	Date: _____
		OBM Director: _____	Date: _____
		Chief of Staff*: _____	Date: _____
		* when applicable	
Please attach approved Request Form to Expense Statement when submitting for reimbursement.			

<b>TRAVEL EXPENSE STATEMENT</b>										
Department Submit to Comptroller's Audit Section										
Employee:				Phone:			Employee Title:			
Contact:				Phone:			Travel Dates: From _____ To _____			
Dept: _____		Purpose of Trip: _____								
Funding Code:										
	Transportation									
Date	Personal Auto Common Carrier	Rental Vehicles	Ground Transp.	Common Carrier (Air, Train)	Parking & Tolls	Room & Taxes	Meals	Telephone	Misc.*	Total Expenses
						<b>Subtotal (0245)</b>				
						<b>Registration Fee (0169)</b>				
* Explanation of Miscellaneous Expenses							Total Expenses			
							Less Advance			
							Less Prepaid Expenses			
							Balance Due City			
							Balance Due Employee			
I hereby certify that this Travel Expense Statement is in accordance with the policies and procedures of the City of Chicago. All receipts included are original.										
_____ Employee Signature			_____ Date							

## EXHIBIT 3

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

#### **(MBE/WBE Professional Services)**

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

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

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

### III. Joint Ventures

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

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

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

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

- A. The inclusion of any MBE or WBE in the contractor's MBE/WBE Utilization Plan shall not conclusively establish the contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- 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 proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

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

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

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

### A. Direct/Indirect Participation

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

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:

- a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
- b. A listing of all MBE/WBE firms contacted that includes:
  - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
  - (2) Date and time of contact;
  - (3) Method of contact (written, telephone, facsimile, etc.)
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

- (1) Project identification and location;
- (2) Classification/commodity of work items for which quotations were sought;
- (3) Date, item and location for acceptance of subcontractor bid proposals;
- (4) Detailed statement, which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions, which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:

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

## **SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

### **B. Assist Agency Participation**

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

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

### **C. Impracticability**

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

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

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

### **B. Assist Agency Participation**

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

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



## **SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

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

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

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

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

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

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

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

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial

## **SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1. 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 Consultant.**

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

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

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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.

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

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

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

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

## **SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

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

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

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

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

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

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

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

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

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and

## **SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT**

- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

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

### **X. Arbitration**

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

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

**S.B.A. - Bond Guarantee Program**  
**Surety Bonds**

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

Chicago, Illinois 60661  
General Information  
(312) 353-4528  
(312) 353-4003

500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris

### **S.B.A. - Procurement Assistance**

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

Project information and general MBE/WBE information:

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago**  
Office of Compliance  
ATTN: Supplier Diversity Program  
333 State Street, Suite 540  
Chicago, IL 60604

General Information, Department of Procurement Services: [www.cityofchicago.org](http://www.cityofchicago.org)

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

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

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

MBE/WBE Professional Services rev. 8/3/10 (jmm)  
MBE/WBE Professional Services rev. 10/16/03 (dlh)

**CITY OF CHICAGO - Department of Procurement Services  
Attachment A - Assist Agencies**

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

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

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

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

**American Brotherhood of Contractors Business  
Development Center**

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

**Asian American Institute**

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

**Association of Asian Construction Enterprises**

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

**Black Contractors United**

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

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

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

**Chicago Area Gay & Lesbian  
Chamber of Commerce**

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

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

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

**Chicago Urban League**

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

**Cosmopolitan Chamber of Commerce**

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

**Federation of Women Contractors**

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

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

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

**Illinois Hispanic Chamber of Commerce**

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

**CITY OF CHICAGO - Department of Procurement Services  
Attachment A - Assist Agencies**

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

**National Association of Women Business Owners  
Chicago Chapter**  
230 E. Ohio, Suite 400  
Chicago, IL 60611  
Phone: (312) 224-2605  
Fax: (312) 6448557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

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

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

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

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

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

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

**Coalition for United Community Labor Force**  
1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (773) 863-0283

**Englewood Black Chamber of Commerce**  
P.O. Box 21453  
Chicago, IL 60621

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

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

*(January 2011)*

**ATTACHMENT B**

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

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

(Date)

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

Description: \_\_\_\_\_

(Assist Agency Name and Address)

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

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

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

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

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

\_\_\_\_\_ at \_\_\_\_\_  
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: MBE/WBE Affidavit of Joint Venture**

All information requested on 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, attach additional sheets. **In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.**

1. Name of joint venture: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number of joint venture: \_\_\_\_\_

2. Email address: \_\_\_\_\_  
Name of non-MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

3. III. Name of MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

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

5. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (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.

6. Ownership of the Joint Venture.

A. What is 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 details as applicable):

1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions:  
(a) Dollar amounts of initial contribution: \_\_\_\_\_  
(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

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

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

5. Costs of bonding (if required for the performance of the contract):  
\_\_\_\_\_

6. Costs of insurance (if required for the performance of the contract):  
\_\_\_\_\_

C. Provide copies of all written agreements between venturers concerning this project.

D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

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

7. 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:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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: \_\_\_\_\_

8. 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 his/her 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?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. 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.

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



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 that may be awarded and for initiating action under federal or state laws concerning false statements.

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

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

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

My Commission Expires: \_\_\_\_\_  
(SEAL )

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

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

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

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

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

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

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Corporation   |
| <input type="checkbox"/> Partnership     | <input type="checkbox"/> 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 one year.

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 three (3) 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

Contract Name: \_\_\_\_\_  
Specification No.: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %
4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %
5. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %
6. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %
7. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount of Participation \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %
8. Attach additional sheets as needed.



IV. Summary of MBE Proposal:

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

V. Summary of WBE Proposal:

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

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

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

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

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

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

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

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

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

(Seal)

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

# MBE/WBE UTILIZATION REPORT

Utilization Report No. \_\_\_\_\_ Specification No. \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Project Name: \_\_\_\_\_

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

In connection with the above-captioned contract:

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

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

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

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

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

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

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

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

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

MBE/WBE UTILIZATION REPORT

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 4**

### **Economic Disclosure Statement (“EDS”) and Affidavit and Appendix A EDS On-Line Instructions**

#### **INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE**

The Respondent shall complete an online EDS prior to the Response due date. At the discretion of the CPO, 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 the Respondent’s good faith efforts to complete it before the Response due date and the reasons why it could not be completed.*

#### **1.1. ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

The Respondent must complete an online EDS prior to the bid opening date.

**A Respondent that does not file an electronic EDS prior to the Response due date will be found non-responsive and its Response will be rejected unless a paper EDS and written justification is submitted with the Response as explained in the above paragraph).**

#### **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 provide this number here:

EDS Number: \_\_\_\_\_

#### **1.4. ONLINE EDS CERTIFICATION OF FILING**

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 with its bid. Please insert your Certification of Filing following this page.

A Respondent that does not include a signed Certificate of Filing with its bid 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:

<b>Applicants:</b>	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.
<b>Entities holding an interest:</b>	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.
<b>Controlling entities:</b>	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](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [mail.google.com](http://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 Daylight 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/](http://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.

## **EXHIBIT 5**

# **INSURANCE REQUIREMENTS AND CITY OF CHICAGO INSURANCE CERTIFICATE**

### **Chicago Department of Aviation – O'Hare/Midway Airports Water Treatment Consulting Services at the O'Hare and Midway International Airports**

Consultant must provide and maintain at Consultant's own expense, during the term of the Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance 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 for airside access and \$2,000,000 for landside, 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 Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside, 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, Consultant must provide Automobile Liability Insurance with limits of not less than \$5,000,000 for airside access and \$2,000,000 for landside, 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 Consultant must maintain limits of not less than \$5,000,000 for airside access and \$1,000,000 for landside with the same terms in this subsection.

4) Professional Liability

When any technicians, engineers, laboratory professionals, program managers, testing and/or training professionals or any other professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained

with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 3 years.

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

5) Valuable Papers

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

6) Property

Consultant is responsible for all loss or damage to City of Chicago property at full replacement cost that results from the Agreement including property in the care, custody, and control of Consultant and/or subcontractor during testing or analysis at off site property location.

Evidence of Property Insurance is required for any off-site property location of Consultant or Subcontractor that is part of this Agreement.

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

**B. ADDITIONAL REQUIREMENTS**

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment 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 Consultant.

Consultant 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 Consultant in no way limit the Consultant'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 Consultant 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 Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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



**EXHIBIT 6**

**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Specification No.: \_\_\_\_\_/P.O. No.: \_\_\_\_\_

Vendor No.: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO  
CHICAGO DEPARTMENT OF AVIATION**

**AND**

---



**WATER TREATMENT CONSULTING SERVICES**

**AT THE**

**O'HARE AND MIDWAY INTERNATIONAL AIRPORTS**

**RAHM EMANUEL  
MAYOR**

**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**



## PROFESSIONAL SERVICES AGREEMENT

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**List of Exhibits**

- EXHIBIT 1 SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
- EXHIBIT 2 SCHEDULE OF COMPENSATION
- EXHIBIT 3 SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES
- EXHIBIT 4 ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
- EXHIBIT 6 KEY PERSONNEL
- EXHIBIT 7 PROJECT REFERENCE FORM

## AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ("**Effective Date**") by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("**Consultant**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of \_\_\_\_\_ ("**City**"), at Chicago, Illinois. The City and Consultant agree as follows:

## BACKGROUND INFORMATION

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

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

NOW, THEREFORE, the City and the Consultant agree as follows:

### ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

## TERMS AND CONDITIONS

### ARTICLE 2 DEFINITIONS

#### 2.1 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 Section 3.1, 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 under Section 10.3 of this Agreement before Consultant 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 Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

"**Commissioner**" means the Commissioner of the Department of \_\_\_\_\_, and any representative authorized in writing to act on the Commissioner's behalf.

"**Department**" means the City Department of \_\_\_\_\_.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 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 Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

## **2.2 Interpretation**

(a) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean calendar days, unless indicated otherwise.

## **2.3 Incorporation of Exhibits**

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

Exhibit 1	Scope of Services and Time Limits for Performance
Exhibit 2	Schedule of Compensation
Exhibit 3	Special Conditions Regarding MBE/WBE Commitment and Schedules
Exhibit 4	Online Economic Disclosure Statement and Affidavit Certificate of Filing
Exhibit 5	Insurance Requirements and Evidence of Insurance
Exhibit 6	Contractual Requirements Related to HIPAA
Exhibit 7	List of Key Personnel
Exhibit 8	Provisions Required If Federal Funds Are Involved

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

### **3.1 Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3.3. The Services that Consultant must provide are described in Exhibit 1, Scope of Services and Time Limits for Performance.

### **3.2 Deliverables**

In carrying out its Services, Consultant must prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant 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 Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 9.1.

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 Consultant of its obligations under this Agreement.

### **3.3 Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Consultant 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 Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Consultant under this Agreement, at law or in equity.

Consultant 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. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its 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 Consultant fails to comply with the foregoing standards, Consultant 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 subsection 9.1 (b)(ii) regarding failure to comply with licensure requirements.

### **3.4 Personnel**

#### **(a) Adequate Staffing**

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

(b) **Key Personnel**

Consultant 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 3.4(b). The Department may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the 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 7.

(c) **Salaries and Wages**

Consultant 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 Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

**3.5 Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the 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 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Consultant 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.

**3.6 Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 5 of this Agreement, insuring all operations related to this Agreement.

**3.7 Indemnification**

(a) Consultant 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) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 9.2 of this Agreement; and

(v) injuries to or death of any employee of Consultant 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 Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this 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, Consultant 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 Consultant 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 Consultant's performance of Services beyond the term. Consultant 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 Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

### **3.8 Ownership of Documents**

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Consultant under this Agreement are property of the City, including, as further described in Section 3.9 below, all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Consultant. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in Section 3.7.

### **3.9 Copyright Ownership**

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and



components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement, and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned and will not assign any copyrights and that it has not granted and will not grant any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

### **3.10 Records and Audits**

#### **(a) Records**

(i) Consultant 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 Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant 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. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11.

#### **(b) Audits**

(i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant 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 Consultant 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 Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant 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 Consultant 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 Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and 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 Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- 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 Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with subsection A or B above is an event of default under Section 9.1 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.11 Confidentiality**

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

(b) Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this 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 Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant 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. Consultant, 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 Exhibit 6 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. Consultant 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. Consultant 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 Consultant 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 Consultant is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

### **3.12 Assignments and Subcontracts**

(a) Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) 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 this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

(b) All Subcontractors are subject to the prior approval of the Chief Procurement Officer. Approval for the use of any Subcontractor in performance of the Services is conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to perform the Services in accordance with the terms and conditions of this 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 this Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

(c) Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. Consultant must ensure that all subcontracts contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms of this 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 this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

(d) Consultant must not transfer or assign any funds or claims due or to become due under this 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 Consultant under this Agreement, without such prior written approval, has no effect upon the City.

(e) Under § 2-92-245 of the Municipal Code, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's

Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

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

#### **ARTICLE 4. DURATION OF AGREEMENT**

##### **4.1 Term of Performance**

This Agreement takes effect as of the Effective Date and continues, except as provided under Sections 5.4 or Article 9, until the later of (i) \_\_\_\_\_, as that date may be extended under Section 4.3, or (ii) completion of the final task assigned before the date, if and as extended, in (i).

##### **4.2 Timeliness of Performance**

(a) Consultant must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 3.1 and Exhibit 1. **Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.**

(b) Neither Consultant nor Consultant'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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

##### **4.3 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 Consultant 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 Consultant 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.

#### **ARTICLE 5. COMPENSATION**

##### **5.1 Basis of Payment**

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Professional Services Agreement - Sample

Section 3.3.

**5.2 Method of Payment**

Consultant must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

**5.3 Invoices**

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

INVOICES  
City of Chicago, Office of the City Comptroller  
33 N. LaSalle St., Room 700  
Chicago, IL 60602

OR

Via email to: INVOICES@cityofchicago.org with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the compensation schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice. Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.

**5.4 Taxes**

Federal Excise Tax does not apply to materials purchased by the City of Chicago by virtue of Exemption Certificate No. 36-6005820 and State of Illinois Sales Tax does not apply by virtue of Exemption Certificate No. E9998-1874-07. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers Occupation Tax do not apply to materials or services purchased by the City of Chicago by virtue of Statute. The price or prices quoted herein shall include all other Federal and/or State, direct and/or indirect taxes which apply. The prices quoted herein shall comply with all Federal laws and regulations.

### **5.5 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 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

### **5.6 Non-Appropriation**

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

### **5.7 Subcontractor Payments**

Consultant 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](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance.pdf).

The statement must list the following for Consultant and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Consultant 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 services, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Subcontractor for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

## **ARTICLE 6. DISPUTES**

Except as otherwise provided in this Agreement, Consultant 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 Consultant 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.

## **ARTICLE 7. COMPLIANCE WITH ALL LAWS**

### **7.1 Compliance with All Laws Generally**

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Further, Consultant must execute an online Economic Disclosure Statement and Affidavit ("EDS") which includes a Disclosure of Retained Parties. Submit an electronically signed, one page Certificate of Filing to Exhibit 4 which validates that the EDS has been filed. The web address to submit your EDS is <http://webapps.cityofchicago.org/EDSWeb>. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its online EDS(s) with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

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

(c) The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago. Failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

### **7.2 Nondiscrimination**

#### **(a) Consultant**

Consultant 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 8.

#### **(i) Federal Requirements**

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

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is

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

(ii) **State Requirements**

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

(iii) **City Requirements**

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

(b) **Subcontractors**

Consultant must incorporate all of this Section 7.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

**7.3 Inspector General**

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

**7.4 Office of Compliance**

It is the duty of any bidder, proposer, 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, proposer, 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.



### **7.5 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 Consultant conducts any business operations in Northern Ireland, the Consultant 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 7.5 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.

### **7.6 Business Relationships with Elected Officials**

Pursuant to § 2-156-030(b) of the Municipal Code, 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 this Agreement is grounds for termination of this Agreement. The term business relationship is defined as set forth in § 2-156-080 of the Municipal Code.

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.

### **7.7 Chicago "Living Wage" Ordinance**

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

- (i) If Consultant has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Consultant and/or

any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

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

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

(c) As of July 1, 2011, the Base Wage is \$11.18 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

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

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

## **7.8 Environmental Warranties and Representations**

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

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

During the period while this Agreement is executory, Consultant's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the 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 Consultant's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

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

### **7.9 Prohibition on Certain Contributions**

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

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

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

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

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

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

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.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party

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

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

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."

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

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

#### **7.11 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.

#### **7.12 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)

## **ARTICLE 8. SPECIAL CONDITIONS**

### **8.1 Warranties and Representations**

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

(a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;

(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 Consultant 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 Consultant 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 Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Consultant 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 Sections 9.2 and 9.3 of this Agreement; and

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

## **8.2 Ethics**

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

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

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

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

## **8.3 Joint and Several Liability**

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

## **8.4 Business Documents**

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

## **8.5 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) Consultant represents that it, and to the best of its knowledge, its Subcontractors if any (Consultant and Subcontractors will be collectively referred to in this Section 8.5 as "**Consulting 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, Consulting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Consulting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consulting Parties' past or present clients. If Consulting 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 Consulting 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 Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Consulting 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 Section 3.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties' services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting 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 Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

#### **8.6 Non-Liability of Public Officials**

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

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

Consultant certifies, as further evidenced in the EDS attached as Exhibit 4, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Consultant further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Consultant or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

### **ARTICLE 9. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO**

## OFFSET

### 9.1 *Events of Default Defined*

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- (b) Consultant's 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 Consultant's reasonable control;
  - (vii) Failure to comply with Section 7.1 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; and
  - (ix) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Consultant 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) Consultant's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Consultant acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Consultant'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.
- (f) Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.1(a).



## 9.2 Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate 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 Consultant 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 9.2 and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the 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 Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 9.2;
- (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 Consultant's compensation under this Agreement;
- (vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City;
- (vii) The right to declare default on any other contract or agreement Consultant 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, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this 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.

### **9.3 Early Termination**

(a) In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the 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 Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

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

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

(d) If the City's election to terminate this Agreement for default under Sections 9.1 and 9.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.3.

### **9.4 Suspension**

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by

written notice to the City may treat the suspension as an early termination of this Agreement under Section 9.3.

#### **9.5 Right to Offset**

(a) In connection with Consultant'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 Consultant's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 9.2 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, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

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

(c) In connection with any liquidated or unliquidated claims against Consultant, 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 Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

### **ARTICLE 10. GENERAL CONDITIONS**

#### **10.1 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**

Consultant 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 Consultant to enter into this Agreement or has been relied upon by Consultant, 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**

Consultant acknowledges that Consultant 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. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**10.2 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.

**10.3 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 10.3. This Section, 10.3, does not apply, however, to Agreement extensions governed by section 4.3, Agreement Extension Option.

**10.4 Governing Law and Jurisdiction**

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

Consultant 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 Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Consultant, or by personal delivery on any officer, director, or managing or general agent of Consultant. If any action is brought by Consultant against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

**10.5 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.

#### **10.6 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.

#### **10.7 Cooperation**

Consultant 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, Consultant 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.

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

#### **10.9 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 Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant 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 Consultant 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 Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program,

Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

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

(c) **Shakman Accord**

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

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

(iv) In the event of any communication to Consultant by a City employee or City official in violation of Section 10.9(c)(ii) above, or advocating a violation of Section 10.9(c)(iii) above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

**10.10 Electronic Ordering and Invoices**

The Consultant 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. Consultant shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant 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 Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, 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.

**10.11 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 Consultant 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), Cook County 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.

**ARTICLE 11. NOTICES**

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City: \_\_\_\_\_  
\_\_\_\_\_

Chicago, Illinois 60602  
Attention: Commissioner

and

Department of Procurement Services  
Room 403, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copies to: Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

If to Consultant: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**ARTICLE 12. AUTHORITY**

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

*[Signature Pages, Exhibits and Schedules follow.]*



CONTRACT SIGNATURE PAGE

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

Specification No.: \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Total Amount (Value): \_\_\_\_\_

Fund Chargeable: \_\_\_\_\_

\_\_\_\_\_  
(Consultant)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
\_\_\_\_\_ as President (or other authorized officer) and  
\_\_\_\_\_ as Secretary of \_\_\_\_\_ (Corporation  
Name).

\_\_\_\_\_  
(Seal)

Notary Public Signature

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

CITY OF CHICAGO

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Comptroller Date

\_\_\_\_\_  
Chief Procurement Officer Date

## EXHIBIT 7

### PROJECT REFERENCE FORM

Respondent must provide comprehensive information for at least three (3) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

#### REFERENCES:

Project Description:

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Date of Performance: \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Project Location: \_\_\_\_\_

Respondent's Involvement in Project:

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Dollar Value of Project and Your Firm's Contract Value: \_\_\_\_\_

Key Personnel Involved and Role in Project: \_\_\_\_\_

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Client References (provide three):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_