

REQUEST FOR PROPOSAL (“RFP”)

for

**MAINFRAME OUTSOURCING, MANAGED HOSTING AND
ENTERPRISE COMPUTER PRINT SERVICES**

Specification No. 81207

Required for use by:

**CITY OF CHICAGO
(Department of Innovation and Technology
c/o Various City Departments)**

This RFP distributed by:

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

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

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

**A Pre-Proposal Conference will be held on Wednesday, April 7, 2010 at 1:30 P.M. Central
Standard Time, in Room 403 Conference Room B, City Hall,
121 N. LaSalle Street, Chicago, Illinois.**

Attendance is Non-Mandatory, but encouraged.

**Proposals and \$900.00 Submittal Fee must be received no later than
4:00 p.m., Central Standard Time, on Thursday, May 6, 2010**

**Joseph Chan, Contract Negotiator
(312) 742-9467**

**RICHARD M. DALEY
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

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EXHIBITS

- Exhibit 1: Company Profile Information
- Exhibit 2: Company References/Client Profile Information
- Exhibit 3: Cost Proposal
- Exhibit 4: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Consultant
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 5: Economic Disclosure Statement and Affidavit
- Exhibit 6: Economic Disclosure Statement and Affidavit – Appendix A
- Exhibit 7: Contract Insurance Requirements and Insurance Certificate
- Exhibit 8: City of Chicago Standard Terms and Conditions
- Exhibit 9: RFP Definitions
- Exhibit 10: City of Chicago Mainframe Inventory
- Exhibit 11: City of Chicago Mainframe Software List
- Exhibit 12: City of Chicago CICS Transaction Summary
- Exhibit 13: City of Chicago MIPS Utilization Summary

REQUEST FOR PROPOSAL (“RFP”)

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Specification No. 81207

I. GENERAL INVITATION

1.1 Purpose of the Request for Proposal

The City of Chicago (“City”), acting through its Department of Innovation and Technology (“DoIT”) for various City departments, invites firms with expertise and experience in providing mainframe outsourcing, managed hosting services and enterprise computer print services to respond to this RFP. The City of Chicago seeks mainframe processing, managed hosting and print services to support the continuous day-to-day operations of the City to take advantage of current and future technologies, devices, and pricing through this RFP. The City expects to contract with one or multiple Respondents selected through this RFP process. **Respondents are encouraged to submit a Proposal in response to this RFP for one or more Service Categories outlined in this RFP, but must clearly mark each Proposal separately as: “Proposal for Category 1: Mainframe Outsourcing Services; Proposal for Category 2: Managed Hosting Services or Proposal for Category 3: Enterprise Computer Print Services”.**

The City reserves the right to select and enter into contract negotiations with a Respondent for one or more Service Categories or a Respondent for each Service Category who is determined to be the most qualified and whose Proposal is determined to be the most advantageous to the City of Chicago.

Companies with demonstrated experience and facilities in this area and with an interest in making their services and facilities available to the City of Chicago, are invited to respond to this RFP. For the purpose of this RFP, **Chief Procurement Officer (“CPO”)** means the Chief Procurement Officer for the City of Chicago. **“Respondents”** means the companies or individuals that submit proposals in response to this RFP. The documents submitted will be referred to as **“Proposals.”** **“CIO”** or **“DoIT”** means Chief Information Officer and Department of Innovation and Technology respectively. See Exhibit 9, Request for Proposal Definitions.

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

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

The City requests that all Proposals resulting from this RFP be valid regarding all pricing terms and conditions for at least 180 days from the date of Proposal submission.

1.2 Downloadable RFP Documents

All materials related to the RFP will be available on the internet at http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/Spec81207.pdf

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

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

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Respondent's business card, referencing Specification No. 81207 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Respondent's company as a RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP.

1.3 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of five (5) years plus two (2) optional extension periods of two (2) years each.

II. BACKGROUND

The City of Chicago seeks Mainframe Outsourcing, Managed Hosting Services and Enterprise Computer Print Services in order to support the continuous day-to-day operations of City government. The City of Chicago currently has its managed hosting and mainframe systems and processing located at a third party company. The City seeks a full service hosting solution that will enable the City to outsource the management and operation of these environments to another vendor. Upon completion of the migration process, it is expected that these systems will operate at a new service provider's facility.

Mainframe Outsourcing Services

The City of Chicago is at a juncture in the evolution of its use of information technology. With the implementation of an Enterprise ERP System and development of several City wide applications on Unix Servers, the mainframe has been in steady decline. Many of the City's remaining mainframe applications are old and no longer capable of being upgraded.

Managed Hosting Services

The Department of Innovation and Technology manages the IT assets, information and services for the majority of City departments. Services and information are also provided to other City agencies, other government bodies and to the general public.

For several years the infrastructure making the City's web presence available to the general public has been managed by a third party web managed hosting provider. The infrastructure is a combination of City owned hardware at the hosting providers' data center and provider owned hardware utilized by the City as a subscriber. The City has realized the benefits of this arrangement and is seeking to expand upon the use of third party managed hosting services.

Through individual department projects, the City has had some experience in the areas of utility computing and storage services. The City may augment available computing and storage availability through procurement of such services.

Enterprise Computer Print Services

This service category covers all aspects of Enterprise Computer Print Services. The primary location for Print Services will be the City's current Print Center located in the Enterprise Data Center on the 27th floor of the Daley Center in the City of Chicago.

III. SCOPE OF SERVICES – BUSINESS AND TECHNICAL CRITERIA

3.1 Request for Proposal Overview

The transfer of the daily systems management activities from the current vendor to a new Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services Provider will enable the City to focus on strategic IT issues; improve operations and services to its citizens and reduce its costs. Through this RFP process, the City intends to select, negotiate, and award a multi-year contract with one (or more) Respondent(s) to provide general outsourcing and hosting services for each of the three (3) Service Categories, designated as follows:

Category 1 - Mainframe Outsourcing Services

Category 2 - Managed Hosting Services

Category 3 – Enterprise Computer Print Services

Respondents may submit a Proposal for one or more Service Categories. The City reserves the right to select one or more Respondents to provide each of the Service Categories. If necessary,

the Respondent should partner with other companies to provide a full service proposal to the City for the Service Categories proposed.

The Pricing Proposal should be organized by Service Category and should be broken down to include the proposed service, as well as equipment (if applicable) and any options that may be called for in the business & technical criteria.

The Respondent(s) are required to coordinate their services through and report to the Department of Innovation and Technology (DoIT).

Additionally, the selected Respondent(s) should provide a highly competitive financial arrangement and possess a demonstrated record of high quality mainframe processing and managed hosting services, active account management, and a reliable support program. The selected Respondent(s) must be capable and experienced in the design, installation, cut over, and service and support of mainframe outsourcing, managed hosting and enterprise computer print services accounts of comparable size to that of the City.

3.2 Category 1 - Mainframe Outsourcing Services

A. Description of Current Mainframe Environment

The current City of Chicago mainframe, which is located at a third party data center is an IBM 192 MIPS single engine processor running z/OS 1.9. Current disk storage is approximately 800 GB. There are multiple tape drives, using physical 3480, 3490, and 9840 type tapes. There is also a Virtual Tape System. At the Daley Center Computer Room, there is an IBM 3745 and related channel extender, which support one remote connection for the Office of Emergency Management and Communications (OEMC). It would likely be replaced by a direct connect link from OEMC to the Respondent's Data Center via a leased T1 Line.

The mainframe, which physically resides at a third party outsourcer's Data Center, is connected to the City of Chicago Enterprise network, the Office of Emergency Management and Communications network, and various City Sister Agencies. There is also connectivity to the Internet. See [Exhibit 10](#) – City of Chicago Mainframe Inventory for a detailed list of all mainframe hardware currently in use.

The City currently employs CA-ACF2 for systems security. Also, supporting the mainframe applications are a variety of Operations and Utility Software products from BMC Software, Inc., Computer Associates, IBM, Mantissa Corporation and SAS Institute, Inc. to name a few. See [Exhibit 11](#) – City of Chicago Mainframe Software List for a complete listing of all Operations and Utility Software products currently used by the City. Respondent must indicate whether each product listed is currently supported or identify an equivalent product which is supported. For such equivalent product, Respondent must provide a migration plan to the City for the product

The City currently operates in a batch as well as on line environment. See [Exhibit 13](#) – City of Chicago MIPS Utilization Summary for a monthly summary of the overall mainframe resources used to support the City's environment. The prime shift 8:00 AM to 4:30 PM, CICS Transaction Activity is the largest consumer of mainframe resources. Eleven CICS Regions run every day, 365 days per year.

Two regions are exclusively for the Chicago Police Department (CPD). The remaining nine regions support transaction activity for the rest of City Departments. See Exhibit 12 – City of Chicago CICS Transaction Summary for the total transactions and CPU Consumption by region.

Several CICS Regions have only minimal transaction activity and may be consolidated. To date the number of regions has not caused any performance or capacity problems. Thus, they have been left as is even though transaction volume has decreased.

The current Chicago Police Department application commonly referred to as CPD Hot Desk, running in CICS Region DP00860S is the largest consumer of resources in the on-line environment. This application is currently being re-written for another hardware platform. It is scheduled to be removed from the mainframe by end of year, 2010. Coincident with that activity, the City expects to have all remaining old DB2 applications moved off the mainframe.

These two changes should allow for further consolidation and provide the City with the ability to move into a shared mainframe environment. All Respondents must provide billing options that will reflect this transition of major applications off the mainframe during the first year of the contract term and provide step down clauses to enable the City to reduce its costs as the workload is removed from the Respondent's facility.

B. Description of Service Requirements

The City will select a Respondent through this RFP process that will provide the City with the means to support these old mainframe applications while the City completes transformation of its information technology services, delivery, and practices. When the final transition is complete, the City expects to substantially upgrade the value of services provided to its citizens, reduce the overall cost of information technology, and increase the quality of its programs.

The City is seeking a Respondent capable of Mainframe Outsourcing Services that will fully manage the City's mainframe processing in the Respondent's Data Center. Services include mainframe equipment, technical support and operations. These services should include security, scheduling, capacity planning and performance monitoring services. Listed below are the requirements:

1. Online Application Management
2. Batch Application Management
3. TSO Environment Management
4. Basic Print Services
5. Tape Management
6. DASD Management
7. Network Management
8. Database Management
9. Security Management
10. Backup and Recovery Management
11. Disaster Recovery Plan and Implementation Services

12. Hardware and Software Maintenance and Upgrades
13. Environment for Application Development and Testing
14. New Technology Implementation
15. Capacity and Performance Management
16. Change Management
17. Client Support Center (Help Desk) Services
18. Facilities Management Services

For **each service listed above**, please provide your response to include the following information:

1. Service Category Description
2. Required Resources
3. Activities and Tasks
4. Tools
5. Communications
6. Assumptions
7. Service Levels
8. Reporting
9. Billing and Invoicing

3.3 Category 2 - Managed Hosting Services

The City is seeking a Managed Hosting Services solution that will enable the City to outsource the management and operation of all Web based systems. The transfer of the daily systems management activities from the City and its current hosting providers to a new Hosting Provider will enable the City to focus on strategic IT issues and to improve operations and services to its citizens.

The selected Respondent is expected to provide a new reliable and sustainable infrastructure, including server platforms, operating systems, database services and network architecture at a predictable cost structure. The selected Respondent may also provide other hosting services such as Utility Computing and Utility Storage. The purpose is to find qualified companies that can host the City of Chicago Web environments and augment the City computing and storage capabilities.

A. Current Web Presence

The City of Chicago has three primary Web Sites, namely: City of Chicago, Explore Chicago and the Health Alert Network (HAN).

1. The City of Chicago's traditional Web site, www.cityofchicago.org, has evolved tremendously since its inception in 1995. With over 4,000 static pages, the site currently receives an average of 2 million hits per week (5 million during its busiest months). All City Departments have a presence on this site. The site is maintained through the Department of Innovation & Technology (DoIT). City Departments are responsible for defining and developing

their own content (with assistance from DoIT), and the pages are published on the site by the DoIT Web Team.

The City of Chicago site currently provides its citizen and business Internet users with on-line services and tools that allow users to view their City debt (and related information) and submit payments to the City via the Web. All such payments are processed through the City's Credit Card Processing System, which, in turn, updates several departmental sub-systems.

High volumes of data are collected and processed to permit advanced personalization, electronic commerce, secure transactions including credit card authorizations, automated e-mail responses and advanced query and search techniques. Data storage management and delivery will be key components of a successful host provider solution.

The City of Chicago also has a Web portal infrastructure, which has been leveraged and scaled over time to create a City-wide portal which includes the City of Chicago and its quasi-government agencies (i.e. Chicago Housing Authority, Chicago Transit Authority, Chicago Public Schools etc.). Though the City currently maintains an Internet and Intranet site, the initial hosting arrangement will only involve the Internet site.

2. A new web site, www.explorechicago.org, showcases Chicago as a lively and beautiful world-class city to audiences around the globe and provides visitors with many tools for planning and organizing a trip to Chicago. Its primary City Departments are Tourism, Special Events, Cultural Affairs.

Users can search hundreds of current events, tours, and attractions by date, neighborhood, and area of interest. The Trip Planner makes it easy to create, organize, save and share itinerary ideas. Orbitz.com, the provider of comprehensive travel booking services, conveniently allows site visitors to book their flights to Chicago, make hotel reservations and more.

The site also includes a wealth of information about Chicago, its neighborhoods, and its people. Real Chicagoans share their favorite things to see and do in the city in the "Insider Profiles" section. The site also provides comprehensive information on each of Chicago's many district neighborhoods, complete with interactive Google maps. The Virtual Visitor's Center offers downloadable brochures and maps. The site also presents various resources for international travelers, including information on using public transportation, tipping, using emergency services and exchanging foreign currency. Explore Chicago can be experienced in English, French and Spanish and includes rich multi-media content, including audio tours, slideshows, podcasts and video clips.

3. The Chicago Health Alert Network (HAN) gives the Chicago Department of Public Health (CDPH) a mechanism for quick, efficient, reliable, and secure web-based communication with CDPH staff, providers of medical care, laboratories, first responders and other local public health agencies. The HAN facilitates CDPH's day-to-day activities, including outbreak detection, investigation, and emergency response. Redundancy is provided through the hosting of the HAN servers at two separate locations outside of the city of Chicago, ensuring that the HAN will remain operational during a catastrophic event affecting the city.

When a public health emergency (ex., a large food borne outbreak or communicable disease investigation) occurs, CDPH must quickly inform and communicate with CDPH staff, medical providers, other public health agencies, other governmental agencies and City Staff. The HAN

has the capacity to alert the medical and public health community of such urgent or emergency events in a quick and efficient manner. The HAN can also be used to quickly mobilize staff.

These applications are considered mission critical, thereby requiring a high level of e-commerce support. High availability, 24x7 operations, component reliability, system scalability, disaster recovery and superior technical support are all considered key elements required by the host provider to support the business operation of the new web site.

B. Description of Services

The primary scope of this category is for the procurement of managed hosting services. Managed hosting is comprised of the following service areas:

1. Area 1 – Database management and maintenance
2. Area 2 – Operating system management and maintenance
3. Area 3 – Server hardware management and maintenance
4. Area 4 – Firewall, load balancer and intrusion prevention services
5. Area 5 – Systems backup, recovery, offsite storage management
6. Area 6 – Network connectivity
7. Area 7 – Physical infrastructure

The Respondent must be able to provide the required services for all service areas listed in this RFP. The Respondent will be required to establish service levels for each service area defined below. The City has defined minimum service levels for each service area as described in this RFP. The Respondent is required to describe how each service level will be measured, monitored and reported. The Respondent is being requested to propose a Service Level Credit mechanism for any service levels that are not met.

The Service Level Credit mechanism shall be intended to reflect, to some extent, the diminished value of Respondent's services as a result of its failure to meet service levels and constitute agreed fee reductions. Performance credits may not constitute penalties or liquidated damages and shall not be considered a replacement for any of the remedies to which the City is entitled under any agreement with Respondent. Upon termination or expiration of the term of the agreement, Respondent shall pay to City the amount of any uncredited performance credit.

1. Area 1 – Database Management and Maintenance

Many City applications and services depend on backend databases for content distribution and data collection. The City may request database administration services from the Respondent. These services include:

- a. Database software installation, configuration, upgrade and migration
- b. Backup, recovery monitoring and periodic testing
- c. Performance monitoring
- d. Authorization and access logging
- e. Storage and capacity planning

f. Troubleshooting

The City database administration (DBA) team will work with the Respondent's DBA team to ensure that the provided services follow established guidelines and policies.

2. Area 2 – Operating System and Utility Software Management and Maintenance

The goal of operating system management and maintenance is to keep both active servers and server build images current with vendor updates and patch releases. This service includes:

- a. Loading agreed base and operational images onto servers
- b. Tracking available updates and patches
- c. Providing image version control and image storage
- d. Notifying the City about critical patches
- e. Reviewing updates with the City to determine if application service levels will be impacted
- f. Testing updates in a quality assurance environment before administering to production systems
- g. Administration of updates and patches to production systems
- h. Monitoring server health via automated tools and reacting to alert notifications
- i. Providing per server OS version reports on a monthly basis and on-demand
- j. Conversion of respondent managed physical images for use in respondent managed virtual environments

Utility software includes packages such as service management agents and antivirus software. Management and maintenance for utility software includes:

- a. Tracking available updates and patches
- b. Notifying the City about critical patches
- c. Reviewing updates with the City to determine if application service levels will be impacted
- d. Testing updates in a quality assurance environment before administering to production systems (excluding virus definition signature updates)
- e. Administration of updates and patches to production systems
- f. Monitoring and reacting to antivirus alerts
- g. Providing per server utility software version reports on a monthly basis and on-demand

3. Area 3 – Server Hardware Management and Maintenance

The goal of server hardware management and maintenance is to keep hardware functioning at optimal levels and add capacity as requested. This service includes:

- a. Providing specification recommendations, quotes and processing equipment orders as requested by the City. This service is limited to equipment that will be deployed at the Respondents hosting facility.
- b. Shipping, receiving and storing City provided equipment on behalf of the City
- c. Assembling, racking and cabling servers
- d. Modifying server configurations as requested
- e. Monitoring the physical health of the server hardware and reacting to alerts
- f. Providing remote hands services

The City will consider utilizing Respondent supplied hardware that meets application specifications in addition to or as a replacement for City provided equipment.

4. Area 4 – Firewall, Load Balancer and Intrusion Prevention Services

City data services are accessed by government agencies, private enterprises and the general public. The systems providing the data services must be protected to ensure their availability and the integrity of the information provided. The City subscribes to the “defense in depth” approach to securing information assets.

The City requires that data services network segments be isolated from other network segments via a layer 3 network firewall. Web, application and database tiers of the services must be hosted on separate network segments that are isolated by network firewalls. Finally the web, application and database tiers are each further divided based on confidentiality requirements.

The City utilizes load balancing technologies to ensure that requests for services may be balanced across several servers. The City also uses the application layer firewall capabilities of load balancers to further protect City information assets.

The City employs intrusion detection and prevention (IDP) technologies to alert systems administrators of possible active threats. The IDP system may be configured to take preventative measures such as redirecting questionable source requests. The IDP system must also log all events and be able to produce a report for auditing purposes.

5. Area 5 – Systems Backup, Recovery and Offsite Storage Management

Backup and recovery services may be used to recover failed systems or to retrieve data for other purposes. The frequency and type of backup performed will vary between applications. The City will provide backup parameters for all system types and applications.

The City has contracts in place for off premise media storage. The Respondent will have to work with the off site storage contractor to ensure that media is shipped and received on the desired schedule.

Backup, recovery and media transport logs must be available upon request to the City and identified auditors.

6. Area 6 – Network Connectivity

The Internet is the primary means for the City to provide information and data services externally. The Respondent supplied ISP services must be stable and highly available. Utilization of City services differs day to day and the associated ISP service will need to be flexible in order to meet service requests.

The City may also request that a private communications circuit be provisioned between a City data center and the Respondents hosting network.

Data switching and routing infrastructures will be provided by the Respondent. Multiple logical networks will be provisioned and associated with firewall security zones. Network monitoring services will be used to track network performance.

7. Area 7 – Physical Infrastructure

The City expects the physical infrastructure of the hosted data center to follow industry best practices. Physical infrastructure includes:

- a. Heating, ventilation and air-conditioning, including redundant systems for failures
- b. Fire suppression
- c. Moisture detection and control
- d. Electrical power conditioning, uninterruptable power supply service and generator backup
- e. Physical security including video surveillance and physical access logging

C. Service Requirements

1. Data Services Availability

The City requires that the combined infrastructure components and service offerings provide 99.9% availability for data services. Notification to the City and remediation process must be enacted within 15 minutes of any service interruption. Notifications must continue at a minimum of every 30 minutes until services are restored.

Monitoring services provided to the City must minimally have on site spares available and monitoring must not be interrupted in excess of eight hours. All other services provided to the City must include redundancy and there must be no single points of failure. The Respondent must demonstrate that no single points of failure exist.

Root cause analysis reports must be provided within three days of any service interruption. The root cause reports must include a description of the outage, the steps performed for resolution, the resolution process timeline and the steps that have been take to eliminate any future occurrences.

The Respondent must provide availability service level agreement offerings for the City to evaluate.

2. Database Management and Maintenance Requirements

The City has standardized on Oracle and MS SQL relational database management systems. The Respondent must demonstrate proven proficiency in both platforms and preferably have accredited staff to perform maintenance and management duties.

The Respondent must adhere to the database administration and security standards provided by the City DBA team. The Respondent teams must work in conjunction with the City DBA team.

The hosted City databases must be monitored continuously and notification alerts must be generated when agreed parameters are exceeded. Notification alerts will be sent to both the Respondent and City DBA teams.

Database status and management reports must be available on a weekly basis and on demand. Requests from reports must be completed with one day.

The Respondent must provide database service level agreement offerings for the City to evaluate.

3. Operating System and Utility Software Management and Maintenance Requirements

The City has standardized on the Microsoft, Solaris, and Red Hat Linux operating systems. The Respondent must have expertise in all of these operating systems and preferable have accredited staff.

The Respondent must have standard operating procedures in place for supporting the hosted operating systems. The City will review the operating procedures and make change recommendations.

Change management procedures must be employed and all activities affecting the systems must be logged.

The Respondent must have proven expertise in any utility software that will be loaded onto the systems hosted for the City such as back up and monitoring software. Acceptable forms of proof are certifications provided by the respondent or reference checks conducted by the City.

The Respondent must provide OS and utility software service level agreement offerings for the City to evaluate.

4. Server Hardware Management and Maintenance

The Respondent will actively monitor and maintain all systems necessary for the City hosted environment whether they are City or Respondent owned.

The Respondent must allow the City to store spare parts onsite for City supplied hardware. The Respondent must have technician's onsite that are proficient in replacing and adding components to common hardware platforms such as HP, Dell, Sun, IBM and Cisco.

The Respondent must provide physical access to the City hosted infrastructure to City staff and City approved agents. Physical access must be available at all times.

The Respondent must allow the City to install a phone line, modem and terminal server or management station onsite for the purposes of out-of-band management.

The Respondent must be capable of providing physical Intel or Sun based servers to the City on a monthly lease basis. The Respondent must provide the pricing schedule for leasing servers including any related additional costs such as data transport, monitoring, load balancing and physical storage.

The City may request virtual servers in addition to or as replacements to physical servers. The Respondent must provide the pricing schedule for virtual server instances including all other related billable parameters such as data transport, load balancing and storage.

The Respondent must provide hardware management and maintenance service level agreement (SLA) offerings for the City to evaluate. The Respondent must also include SLA for leased physical or virtual hardware.

5. Firewall, Load Balancer and Intrusion Prevention Services

The Respondent must be capable of providing dedicated firewall services to the City. The firewall services must be redundant and capable of providing:

- a. A sustained data throughput at a rate of 500 megabits per second
- b. Rule based logging and alerting
- c. Log reports are to be provided to the city on demand
- d. Auditable change management procedures must be followed for all firewall changes

The Respondent must be capable of providing dedicated load balancing services to the hosted servers and applications. Load balancing service must include:

- a. SSL offloading including re-encryption to back-end servers
- b. Session and/or cookie based persistence
- c. Server, application and service health checking and load monitoring
- d. Scriptable reactions to health check and load monitoring results
- e. Modification of load balancing services must follow change control
- f. Auditable change management procedures must be followed for all load balancer configuration changes

The Respondent must be capable of providing Intrusion Detection and Prevention (IDP) services to the City hosted infrastructure. The IDP service must include:

- a. TCP/IP and application signature awareness
- b. Configurable for alert and/or suppression modes based on services and applications

- c. IDP services are to be wire speed and located in-line with the application server hosting segments
- d. IDP hardware must fail open in the event of failure Auditable change management procedures must be followed for all IDP configuration changes

The Respondent must provide service level agreement offerings for firewall, load balancing and intrusion detection/prevention services for the City to evaluate.

6. Systems Backup, Recovery and Offsite Storage Management

The Respondent must be capable of providing physical and virtual tape backup and recovery services for servers and data storage device hosted for the City. Backup and recovery services are also required for any storage services provided to the City by the respondent. All backup and recovery activities are to be logged. The Respondent must be capable of providing exports of the log data to the City on demand.

The Respondent must provide offsite media storage services to the City and/or coordinate media shipping with a partner identified by the City.

The Respondent must provide service level agreement offerings for backup and recovery services to be evaluated by the City.

7. Network Connectivity

The Respondent must be capable of providing routing and switching infrastructure that meets the following requirements:

- a. 802.1Q VLAN tagging and trunking
- b. 10/100/1000 full and half duplex interfaces
- c. Copper and fiber handoffs
- d. Fiber channel handoff for SAN services
- e. Traffic prioritization and shaping capabilities
- f. Port monitoring/mirroring capabilities
- g. Routers must be capable of BGP routing and BGP failover

The Respondent provided internet service provider (ISP) services must meet the following requirements:

- a. Dual Tier 1 providers with seamless BGP failover
- b. 99.9% availability
- c. 30 Mbps dedicated bandwidth with capability to burst to 90 Mbps
- d. Traffic shaping and prioritization capabilities
- e. Provide an Internet routable class C subnet for exclusive use by the City or utilize a City provided Internet routable class C subnet

The Respondent must provide service level agreement offerings for network services for the City to evaluate.

8. Physical Infrastructure

The Respondent must be capable of providing the following physical security services to the environment hosted for the City:

- a. Dedicated cage or locked cabinets for City owned infrastructure
- b. Video surveillance of all areas containing equipment utilized by the City
- c. Physical access management, including logging of all persons entering and leaving the City hosted infrastructure environments, validating permission to enter the environment and maintaining an access control list generated by the City

The Respondent must be capable of providing the following environment management services to the City hosted infrastructure:

- a. HVAC services
- b. Humidity control
- c. Fire suppression systems

The Respondent must be capable of providing the following power provisioning and conditioning for the City hosted infrastructure:

- a. All power must be conditioned
- b. All power must be have redundant UPS and generator backup systems
- c. Power transfers between the various supplies must be automatic seamless

The Respondent must supply service level agreements for physical infrastructure to be evaluated be the City.

3.4 Category 3 –Enterprise Computer Print Services

Respondent will be required to support all of the City of Chicago’s current Enterprise Computer System printing requirements of the Print Center as described in the table later in this section Respondent must be able to address the City’s need to have certain critical output available within one hour of execution.

A. These Enterprise Computer System printing requirements include, but are not limited to payroll, accounts payable checks, special forms and computer generated reports.

B. All of the printed materials handled by the Print Center are generated by the City’s Enterprise Computer Systems from regularly scheduled computer jobs. There are no printing services such as one time special City brochures, maps, manuals, pamphlets, etc.

The Daley Center Print Operation is open from 12:00 AM to 6:00 PM Monday through Friday. There are currently four Print Operators that staff the operation on a staggered shift basis. The primary print resource is the Xerox Nuvera 144MX Digital Production System (2). Print Operators must be thoroughly trained in the operation and support of these laser printers. They should also be familiar with book binding machines. The City currently employs 2 GBC Velo Bind book binding machines to bind the annual Budget Book.

The City has already established redundancy with its laser printing resources in that almost all City laser print volume can be handled by one of the current laser printers. The second laser printer is present primarily for purposes of having printer resource redundancy. Respondent will be required to maintain that same level of redundancy by utilizing the same type and number of laser printers.

Respondent will supply personnel for print management at the City of Chicago location. The City of Chicago will provide specialized signatures and signature procedures as required. Respondent will provide resources for the creation and modification of existing print resources (i.e. fonts, forms, etc.).

Respondents will be required to provide the enterprise computer print services described, but not limited to those listed below and meet the service levels referenced in this section. They should be measured and calculated on a monthly basis.

Timeliness of Reports: All overnight reports will be completed by 7AM on a daily basis. No more than 10 reports per week will miss this deadline.

New Form, Logo, and Signature Definitions: Assemble, link edit, and install new form, logo, and signature definitions in the JES-2 Printer exit within 24 hours of receipt of request. Respondent will be expected to meet this requirement for 99% of all requests.

New Printer Definitions: Define new RJE printer destinations to JES-2, within five days of the request. Define new VTAM printers to VTAM and VPS within 24 hours of the request. Define new TCP/IP printers to VPS-TCP/IP within 24 hours of the request. In addition, assemble, link edit, and install new printer definitions in the JES-2 Printer exit within 5 days of receipt of request. Respondent will be expected to meet this requirement for 99% of all requests.

New Printer, Form, Logo, and Signature Deletions: Delete printer, form, logo, and signature definitions from the JES-2 Printer exit within 5 working days of receipt of request. Respondent is expected to meet this requirement for 100% of all requests.

Printer Downloads: Upon request from the service provider responsible for RJE printer support, initiate download of printer forms and fonts within 15 minutes of the request. Downloads will be required when the printer hard drives fail or become corrupted. Respondent will be expected to meet this requirement for 100% of all requests.

Mantissa Definitions: New Mantissa report and security definitions, and change requests will be completed within 24 hours of receipt of request. Respondent is expected to meet this requirement for 99% of all requests.

Mantissa Deletions: Mantissa report and security deletion requests are to be completed within five working days of receipt of request. Respondent will be expected to meet this

requirement for 100% of all requests.

City Budget Book Printing: On an annual basis Respondent will support the City's budget book printing as needed and as necessary, at the Daley Center.

Print Volume Reporting: Print volume will be reported on a weekly basis. Physical printed pages will be reported by customer name (derived from Batch and TSO user account), print destination, and form. In addition, weekly printed page trends will be reported for a rolling 52 weeks.

Late Report Log: Respondent will log all incidents when reports were not ready for pickup when customer called for them. The log will include date and time customer arrived for pickup, customer name, job/report name, date and time report was ready for pick up, and reason for delay. This report will be provided on a monthly basis.

For print services including those items listed above, please provide your response to include the following information:

- a. Service Category Description
- b. Required Resources
- c. Activities and Tasks
- d. Tools
- e. Communications
- f. Assumptions
- g. Service Levels
- h. Reporting
- i. Billing and Invoicing

Note: The following Sections 3.5 through 3.10 apply to all three of the Services Categories listed above in Sections 3.1, 3.2 and 3.3.

3.5 Network Maintenance & Support

The selected Respondent(s) must perform preventative maintenance on all network equipment including routers, switches, etc. The selected Respondent must have procedures in place so that planned maintenance activities will have minimal impact on the City business functions (e. g. creating outages during the Taste of Chicago and other festivals, critical Police Department time periods, unplanned disaster occurrences, etc.). It is important that the City be informed of planned outages in advance.

In the event of an unplanned outage, once the Respondent has obtained knowledge of the outage, the selected Respondent(s) must follow pre-defined procedures and attempt to immediately notify the City's designated Program Manager and first priority departments, and provide the forecasted down time. Notification Procedures will be mutually defined by the City and the selected vendor(s).

Describe planned and unplanned outage notification procedures and timing.

Describe how the Respondent will communicate and coordinate with the City to provide advance notice of planned maintenance activities and ensure that the planned maintenance activities cause minimal impact to City operations.

Describe network preventative maintenance plans in existence and operational today.

3.6 Equipment Maintenance and Support

The Equipment Maintenance and Support service category includes all aspects of hardware maintenance, software maintenance and related upgrades. Respondent is expected to maintain all hardware and software contracts with original equipment vendors or their equivalent for all such equipment provided by the Respondent to the City as part of their Proposal. Respondent will ensure that all vendor recommended maintenance procedures and preventative maintenance activities are performed in accordance with the vendor's instructions. All maintenance requirements, technical support tasks and vendor coordination are solely the responsibility of the Respondent.

Respondent will be responsible for maintaining all hardware. Availability of replacement parts, original equipment manufacturer support and adequate service technician expertise must be secured through maintenance and support contracts with Respondent's vendors and service suppliers. Successful completion of maintenance activities will be reflected in Respondent's ability to meet all required Service Level Agreements.

Respondent will be required to upgrade software upon availability from the software supplier. The upgrades should be completed within one year from general availability unless mutually agreed upon by the Respondent and the City. This requirement includes all operating system software, system utilities and support systems such as back up systems. All software maintenance activities must be coordinated with the affected user community to minimize disruption of business services.

The selected Respondent must have procedures in place so that planned maintenance activities will have minimal impact on the City business functions (e. g. creating outages during the Taste of Chicago and other festivals, critical Police Department time periods, unplanned disaster occurrences, etc.). It is important that the City be informed of planned outages in advance.

In the event of an unplanned outage, once the Respondent has obtained knowledge of the outage, the selected Respondent(s) must follow pre-defined procedures and attempt to immediately notify the City's designated Program Manager and first priority departments, and provide the forecasted down time. Notification Procedures will be mutually defined.

Describe planned and unplanned maintenance notification procedures and timing.

Describe how the Respondent will communicate and coordinate with the City to provide advance notice of planned maintenance activities and ensure that the planned maintenance activities cause minimal impact to City operations.

Describe hardware and software preventative maintenance plans in existence and operational today.

Describe current procedures for part inventory management, parts availability and vendor support relationships.

3.7 Transition from Current Service Provider

For those service categories as defined herein that call for the replacement of existing legacy services with new services, the City expects the Respondent to take responsibility for all aspects of the transition, such that the City of Chicago will be minimally impacted in job function.

Respondents shall provide a Transition Plan that details how the Respondent will migrate all legacy services from the City's current vendors to the Respondent's Data Center. The Respondent's plan must demonstrate that the Transition Plan is based upon formal migration methodologies and approaches that have resulted in previous successful account migrations.

The Transition Plan must include details on the specific tasks, dependencies, milestones, responsible individuals and acceptance testing activities. The Transition Plan must also include a detailed implementation project plan customized for the City of Chicago that will be used by the transition team to complete the migration. A sample plan should be included with your proposal.

Describe the Respondent Transition Plan

Provide sample plan with your proposal.

Describe how the Respondent will arrange for continuity of service and a seamless transition from legacy service to the new service.

Provide an organization chart of the transition team and a summary of their qualifications.

Describe the proposed approach for replacing existing services such as data lines, communication devices, etc. in such a manner that such services are minimally impacted.

Describe the anticipated responsibilities the City will have to perform to facilitate successful migration to the Respondent's Data Center and Services.

Describe any required City staff training anticipated for the migration to the Respondent's Data Center and Services.

3.8 Project and Account Management

The selected Respondent(s) must identify an Account team, comprised of individuals with appropriate skills, who will be responsible for coordinating services to the City. The Account Team will act as administrative, technical, and logistical coordinators to handle issues relevant to the Statement of Work and any other contractual responsibilities such as equipment, billing, maintenance, and the coordination with the overall implementation of the new services. The Account Team should have the proper technical and administrative background and experience to perform the following functions:

- A. Monitor account activity and ensure that the City is receiving the most cost effective services that meet its business needs.

- B. Take new service requests and service change requests from designated City contacts over the phone, via email, or by fax.
- C. Complete all new service requests and service change requests in an expedited manner.
- D. Monitor City accounts for anomalous activity and notify designated City contact immediately if any suspicious activity is found.
- E. Coordinate periodic meetings with City departments that request new services or experience service level deficiencies.
- F. Attend periodic meetings with the City's designated Program Manager.
- G. Deliver monthly reports to the City's designated Program Manager consisting of open issues consolidated from the periodic meetings, provide status of all issues open since previous meeting, Respondent activity toward resolution of open issues, estimated schedule for resolution of open issues, billing summary for previous month's activities, maintenance activities log for previous month, information for upcoming month's planned maintenance activities that may affect City users, and any news relevant to Respondent service or product changes.

The City must obtain timely and professional assistance from the selected Respondent(s) customer & technical support staff to include system analysts, programmers, and maintenance technicians. These individuals must be knowledgeable of services similar in size and complexity to the City's and must provide services adhering to the highest professional standards.

Provide the resumes of the proposed Account Team members and a statement regarding the proposed percentage of his/her/their work time to be spent on the City's contract.

Describe the proposed pool of analysts, programmers, and technicians available to perform the required services.

Describe the Respondent's ability to activate new services and implement new equipment at the City's request

Authorized transactions: The City will only recognize invoices and charges incurred through the establishment of service via a valid Work Order submitted by an Authorized City Representative. The Respondent must acknowledge that it will not accept orders from City employees who are not on a schedule of Authorized City Representatives and who do not produce a valid work order. The schedule of valid City representatives authorized to order service and the valid work order formats will be mutually determined during contract negotiations.

Dedicated Customer Support: The City values service providers that provide dedicated customer support as opposed to a general pool of support staff unfamiliar with the day-to-day operations of the City.

For each type of technical and customer support, describe to what extent a specific representative is assigned to the City account or whether the support is drawn from a pool of available representatives on an individual occurrence basis. In your description, include technical & customer support for hardware, software, and network issues for Mainframe Processing, Managed Hosting Services and Print Services.

3.9 Inventory Management

The selected Respondent(s) is expected to manage and maintain all equipment inventory including the equipment provided by the Respondent as well as equipment provided by the City.

The Account Team must provide specified inventory and resource related usage reports to the designated City contact on an as needed basis. Reporting requirements are not limited to but may include:

- A. Resource usage reports aggregated across types of services and across departments.
- B. Equipment, network and related diagrams

3.10 Billing

The City has certain processes wherein certain billing & account information from the service provider can assist in managing the City's account. The City desires a billing structure that will aid and assist in charging back departments for the monthly expenditures. The City values accuracy in billing so that the correct Department or Agency is billed for the correct charges.

Please describe if and how the Respondent can assist the City with implementing a billing process with the following attributes:

- A. *Provide information how Respondent can create an account hierarchy where there are sub-accounts that represent the resource units consumed are billed to designated Departments and Agencies for the specific Mainframe Processing, Managed Hosting Services and Print Services used during the month.*
- B. *Provide information how Respondent can send a copy of a Master Bill to the designated City contact on a monthly basis, which arranges the charges by sub-accounts that represent specific Mainframe Processing, Managed Hosting Services and Print Services used during the month by departments & agencies.*
- C. *Provide information how Master bill copy be sent to the designated City contact in hard copy format and in electronic format.*
- D. *What types of electronic billing options are available?*
- E. *What types of electronic or online reporting options are available?*
- F. *Can invoices for one-time equipment charges be sent separately from the invoices for monthly service?*
- G. *Describe billing options including step down clauses that enable the City to realize cost reductions as the Mainframe workload is removed from the Respondent's facility.*

IV. GENERAL INFORMATION AND GUIDELINES

4.1. Communications between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by mail or email to joseph.chan@cityofchicago.org or fax at 312-744-7679, and directed to the attention of Joseph Chan, Department of Procurement Services, Room 403 of City Hall and must be received no later than 4:00 p.m. Central Standard Time, Tuesday, April 13, 2010. Respondents are encouraged, but not required, to submit questions 1 week prior to the scheduled Pre-Proposal Conference. The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP, and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services for the City of Chicago, Specification No. 81207.” No telephone calls or e-mails will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.

B. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference in the Department of Procurement Services, Room 403, Conference Room B, City Hall, 121 N. LaSalle Street, Chicago, Illinois at 1:30 p.m. Central Standard Time on Wednesday, April 7, 2010. All interested parties are invited to attend. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions faxed or mailed prior to the deadline for receipt of questions per Section 4.1 A.

4.2. Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City’s Bid and Bond Room (Room 301, City Hall) no later than 4:00 p.m. Central Standard Time on Thursday, May 6, 2010. The Bid and Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 4.2.1 above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Chief Procurement Officer.

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

3. Proposals must be delivered to the following address:

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

4. Respondent must submit 1 hardcopy original, 9 duplicate hardcopies and 2 electronic copies on a CD-ROM of the Proposal. The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for:
Mainframe Outsourcing, Managed Hosting
and Enterprise Computer Print Services
Specification No.: 81207
Due: **4:00 p.m., May 6, 2010**
Submitted by: (Name of Respondent)
Package ____ of ____

4.3. RFP Information Resources

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

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

4.4. Procurement Timetable

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

Key Activity	Target Date
City Issues RFP	March 22, 2010
Pre-Proposal Conference	April 7, 2010
Post-Conference Questions Due	April 13, 2010

Addendum to Answer Questions Available	April 23, 2010
Proposals Due	May 6, 2010

4.5. Confidentiality

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

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

All submissions are subject to the Freedom of Information Act (FOIA).

4.6 Fees Relating To The Submission Of Proposals

The Chief Procurement Officer shall require, for each Request for Proposal where the estimated dollar value of the contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00, that each Respondent submit with its Proposal a non-refundable "Submittal Fee", in the amount described below. The Submittal Fee must be submitted no later than the date and time on which the Proposal is due. The Submittal Fee must be payable to the City of Chicago in the form of a certified check, cashier's check, money order or such other payment method as may be acceptable to the Chief Procurement Officer. The amount of the Submittal Fee shall be based upon the Chief Procurement Officer's estimated value of the contract, as follows:

Estimated Contract Term Value	Fee
Over \$10,000,000.00	\$900.00

This section does not apply to contract solicitations to the extent prohibited by federal or state law or regulation. (Added Coun. J. 12-15-04, p. 39840, § 1; Amend Coun. J. 12-7-05, p. 64870, § 1.1)

V. **PREPARING PROPOSALS: REQUIRED INFORMATION**

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

5.1. **Format of Proposals**

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. **Submit 1 hardcopy original and 9 duplicate hardcopies and 2 electronic copies in CD-ROM format of the Proposal.**

Respondent may submit a Proposal for one or more Service Categories, but must clearly mark each Proposal separately as : “Proposal for Category 1: Mainframe Outsourcing Services; Proposal for Category 2: Managed Hosting Services or Proposal for Category 3: Enterprise Computer Print Services”. Each Service Category Proposal must be separated by a divider if combined in one binder. If submitting a full service Proposal for all 3 Service Categories combined, indicate such in your Proposal.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 5.2. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.

5.2. **Required Content of the Proposal**

For the purposes of evaluating one or more Proposals by Service Category submitted by the same Respondent, the City will expect that information submitted in response to Section 5.2, items 1 through 7 will be unique and pertinent to each Service Category proposed unless clearly stated to the contrary; and information submitted for Section 5.2, items 8 through 10 will be universal to all Proposals submitted unless indicated to the contrary.

In preparing your Proposal, refer to Section III, Scope of Services – Business and Technical Criteria and follow the submittal requirement instructions to ensure that requested information or documentation in each subsection has been incorporated into your Proposal. Failure of the Respondent to submit or clearly separate information and documents applicable to each Service Category Proposal will be grounds for rejection of the Proposal and non-responsive to the RFP.

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in Exhibit 3 is critical to facilitating equitable comparisons.

Proposals should provide a straightforward, concise description of the Respondent’s capabilities to satisfy the requirements of this RFP. Emphasis shall be concentrated on accuracy,

completeness, and clarity of content. All parts, pages, figures, and tables shall be numbered and clearly labeled.

At a minimum, the Proposal must include and be organized into the following sections:

1. Cover Letter

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

- (i) Outline the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of its principals or partners and authority to do business in Illinois.
- (iii) Indicate the name and telephone number(s) of the principal contact for oral presentation, or negotiations.
- (iv) 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 in Exhibit 4 of this RFP.
- (v) Indicate which Service Category (as outlined in Section III of this RFP) the Respondent is proposing to supply to the City.
- (vi) Include a statement of any objections or comments regarding the City of Chicago Standard Terms and Conditions attached to this RFP as Exhibit 8.
- (vii) Acknowledge receipt of Addendum, if any, issued by the City.

2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's plan for implementing and monitoring the services; approach to project management; strategies, tools and safeguards for ensuring performance of all required services; equipment, software and firmware considerations; training and on-going support; and any additional factors for the City's consideration.

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

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for **each** such team member.

A. Company Profile Information (See Form in Exhibit 1).

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

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

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

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

- (i) Schedule B as shown in Exhibit 4, if joint venture or partnership includes City of Chicago certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture or partnership as shown in Exhibit 5 and Exhibit 6, EDS Appendix A.
- (iii) Insurance certificate in the name of the joint venture or partnership business entity.

B. Company /Client Profile (See Form in Exhibit 2)

Respondent must provide three (3) client references for each proposed Service Category in Section III of this RFP preferably from municipalities of which, the 3 references must be of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- (i) Client name, address, contact person name, telephone and fax number.
- (ii) Description of Services provided similar to the Services outlined in Section III.
- (iii) The date when the Service was performed and completed.

- (iv) The location of the Services
- (v) Nature and extent of Respondent's involvement as the prime contractor (also indicate areas of secondary responsibility, if applicable). Identify Services, if any, subcontracted, and to what other company.
- (vi) Contract term (Start and End date, or indicate if currently providing services)
- (vii) The total dollar value of the Services.
- (viii) The key personnel involved and their roles.

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

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

C. Respondent's Qualification including existing Mainframe Outsourcing, Managed Hosting Service Presence and Enterprise Computer Print Services experience in the City of Chicago

- (i) Respondents must describe the breadth of the mainframe processing and managed hosting capabilities that they would bring to City of Chicago. This description will include number of data centers, total number of technical resources, and technical expertise for each of the Service Categories.
- (ii) Respondents must provide a brief description of mainframe and hosting technologies supporting their existing accounts.

D. Business License/Authority to do Business in Illinois

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

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

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

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

4. Professional Qualifications and Experience of Key Personnel who will be dedicated to the services described in this RFP.

For each person identified, describe the following information:

- a. Respondent must provide a summary of the personnel who will be dedicated to the Services as proposed.
- b. Respondent must indicate each person's areas of expertise and which person will have prime responsibility for various tasks or aspects of the services.
- c. Respondent must submit resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP

5. Project Management / Implementation Plan

Respondent must address each criteria and answer each question in Section III titled "Scope of Services: Business & Technical Criteria" of this RFP and specify to what extent that the Respondent can or can not address the criteria.

Respondent must provide a detailed summary of the company's plan for implementing the services as outlined in this RFP under Section III, "Scope of Services – Business and Technical Criteria." Each Respondent will be evaluated on its overall strategy, methodology, timetable, and approach to complete the services meeting the City's requirements.

Respondents must describe their ability to project manage, implement and maintain the service. Respondent must outline their approach for conversion of service from an incumbent legacy provider to their Data Center or Hosting Site.

The implementation plan must include, but not be limited to, the following:

A. Approach to Implementing Services

Plan must address approach to implementing and managing services in each proposed Service Category with capability to transition from legacy services, maintenance and support. Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, program support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

B. Organization Chart

Respondent should provide an organization chart identifying and showing the relationships between the Respondent, subcontractors, manufacturers and suppliers.

The generic titles and responsibilities of key personnel to be assigned to this project by the Respondent and by any key subcontractor, manufacturer or supplier must be identified.

The plan must include an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services in each proposed Service Category; and key personnel involved and the following information:

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

C. Dedicated Resources

- (a) Describe equipment, personnel, mainframe processing and managed hosting technologies and other resources available for implementing Services; providing in detail, whether resources are proprietary or outsourced.
- (b) Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements in Section III, Scope of Services for each Service Category.
- (c) Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. Along with each resume, Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history.

6. Cost Proposal

Respondent must develop a Cost Proposal organized by the Service Categories described in the “Scope of Services: Business & Technical Criteria” and broken down to include pricing for proposed services, monthly and one time services, equipment (if applicable), maintenance, and any optional feature (s) that may be called for to meet the criteria in each Service Category.

All costs should, at a minimum, be provided as requested in Exhibit 3. Respondents may, in addition, provide alternative staffing costs to be accompanied by an explanation of those cost to support the functions.

For purposes of comparing costs between Respondents, Respondents should not deviate from the compensation methods outlined in Exhibit 3. The City reserves the right to negotiate a final fixed price, terms, and conditions with selected Respondent.

7. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 4 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. The current Minority Business Enterprise (MBE) participation goal is 25%, and the current Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

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

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

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 4. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: www.cityofchicago.org/Procurement.

8. Financial Statements

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

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

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

9. Economic Disclosure Statement and Affidavit (“EDS”)

Respondent must submit a completed and executed Economic Disclosure Statement and Affidavit and the Appendix A Economic Disclosure Statement and Affidavit. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. The EDS form is attached to this RFP as Exhibit 5 and Appendix A as Exhibit 6.

Respondent must not scan or otherwise reproduce the EDS form for purposes of altering the form.

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

10. Legal Actions

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

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

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

11. Insurance

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

VI. EVALUATING PROPOSALS

A. Evaluating Proposals

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

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

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

Phase I - Preliminary Proposal Assessment

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

Phase II - Proposal Evaluation

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

As part of the evaluation process, the EC will review the information required by Section V for each Proposal received. The EC may also review 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 Proposal and eliminate the Respondent from further consideration.

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

B. Evaluation Criteria

In addition, the Evaluation Committee will review the Respondent's Proposal in terms of overall responsiveness and completeness with respect to the requirements outlined in the RFP using the following criteria (not necessarily listed in order of importance):

- A. Professional and Technical Competence

1. Ability to provide the Product and Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.
 2. Professional Qualifications and Specialized Experience of Respondent and its Team in providing Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies). Qualifications including existing mainframe processing and hosting presence and experience in the geographic City of Chicago.
 3. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- B. Professional Qualifications and Specialized Experience of Respondent's Team Personnel and other Key Personnel and Local Availability of Key Personnel committed to the City of Chicago project.
- C. Quality, Comprehensiveness and Adequacy of the proposed Project Management/Implementation Plan for providing the Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services, including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago project.

The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology, timetable, and approach to meeting the City's requirements.

Respondent's ability to accommodate the Business and Technical Criteria outlined in the "Scope of Services - Business & Technical Criteria", which include the following requirements:

- a. Category 1 - Mainframe Outsourcing Services
 - b. Category 2 - Managed Hosting Services
 - c. Category 3 - Enterprise Computer Print Services
 - d. Network Maintenance and Support
 - e. Equipment Maintenance and Support
 - f. Transition from Current Service Provider
 - g. Project and Account Management
 - h. Inventory Management
 - i. Billing
- D. Cost Proposal relative to information provided in Exhibit 3. The City will consider the competitiveness, adequacy and advantages of proposed plans for each proposed Service Category.

- E. The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- F. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- G. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- H. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract.
- I. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.
- J. Degree to which the Respondent accepts the City’s Standard Terms and Conditions in Exhibit 8.

VII. SELECTION PROCESS

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

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

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

If the Chief Information Officer of the Department of Innovation and Technology makes a recommendation for selection, the recommendation will be forwarded to the Chief Procurement Officer for concurrence and authorization to enter into contract negotiations with the selected Respondent(s).

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

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

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign or leave a business card for a copy of the RFP package in the Bid and Bond Room. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid and Bond room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid and Bond Room 301, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement website: www.cityofchicago.org/Procurement

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section 4.1A herein; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference or by the deadline for submission of questions.

8.2. City's Rights to Reject Proposals

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

8.3. No Liability for Costs

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

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

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

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

For purposes of this provision:

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

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

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

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;

- b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

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

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

8.5. False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

**EXHIBIT 1
COMPANY PROFILE INFORMATION**

SERVICE CATEGORY: _____

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

(1) Legal Name of Firm: _____

(2) Doing Business under Other Company Name?

If yes, Name of Company: _____

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: Prime Subcontractor/Subconsultant Joint Venture Partner

Supplier or Other: _____

(7) Number of Years in Business: _____

(8) Total Number of Employees: _____

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

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services: _____

(12) Briefly describe your firm's approach to providing mainframe processing, managed hosting and enterprise computer print services for a client:

(13) Briefly describe your firm's demonstrated experience implementing and managing mainframe processing, managed hosting and enterprise computer print services for clients:

EXHIBIT 2
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

SERVICE CATEGORY: _____

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

(1) Client Name: _____

(2) Address: _____

(3) City, State, Zip Code: _____

(4) Project Manager: _____

(5) Telephone Number: _____

(6) E-mail: _____

(7) Number of Employees in Client Organization: _____

(8) Project Scope of Services/Goals: _____

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

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

(11) Describe how the mainframe processing, managed hosting and enterprise computer print services goals were met. What was the outcome of the project? Attach additional pages, as necessary.

(12) Discuss significant obstacles to implementation and how those obstacles were overcome:

(13) Is the client still utilizing your company as a service provider for mainframe processing, managed hosting and enterprise computer print services?

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

EXHIBIT 3
COST PROPOSAL

EXHIBIT 4

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

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

(MBE/WBE Professional Services)(10 pgs)

I. Policy and Terms

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

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

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

MBE Contract Goal: 25.0

WBE Contract Goal: 5.0

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

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

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

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

II. Definitions

- A. **“Minority Business Enterprise”** or **“MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **“Women Business Enterprise”** or **“WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **“Area of Specialty”** means the description of an MBE or WBE firm*s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm*s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contract*s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.
- NOTICE:** The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.
- E. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

III. Joint Ventures

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

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

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

IV. Counting MBE/WBE Participation Toward the Contract Goals

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

SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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

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

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

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

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

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

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or 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 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.

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, 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 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.

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 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 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

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 Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

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

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

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

IX. Non-Compliance and Damages

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

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

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

X. Arbitration

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney*s fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative 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
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Robert P. Murphy, Area Regional Administrator

(312) 353-7381

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois 60602
Attention:
(312) 744-7655

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois 60602
Attention: Byron Whittaker
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago
Department of Procurement
Office of Business Development - Certification Unit
City Hall - Room 403
Chicago, Illinois 60602
Attention: Lori Lypson
(312) 744-4909

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

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

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

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

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

CITY OF CHICAGO
Department of Procurement Services
Assist Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE)

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

Alliance of Minority and Female Contractors

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

Asian American Institute

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

Association of Asian Construction Enterprises

333 N. Ogden Avenue
Chicago, IL 60607

Black Contractors United

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

Chicago Area Gay & Lesbian Chamber of Commerce

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

Chatham Business Association Small Business Development, Inc.

8441 S. Cottage Grove Avenue
Chicago, IL 60619
Phone: (773)994-5006
Fax: (773)994-9871

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.cmbdc.org

Chicago Urban League

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

Cosmopolitan Chamber of Commerce

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

Federation of Women Contractors

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

Hispanic American Construction Industry Association (HACIA)

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

Illinois Hispanic Chamber of Commerce

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

Latin American Chamber of Commerce

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

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

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

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

Suburban Black Contractors Association

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

Uptown Center Hull House

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

Women Construction Owners & Executives (WCOE)

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

Women's Business Development Center

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

Chicago Women in Trades (CWIT)

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

Coalition for United Community Labor Force

1253 W. 63rd Street
Chicago, IL 60636
Phone: (773) 863-0283

Englewood Black Chamber of Commerce

P.O. Box 21453
Chicago, IL 60621

Ralph G. Moore & Associates (RGMA)

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

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

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(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: Affidavit of Joint Venture (MBE/WBE)

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

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

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

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

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

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

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

VI. Ownership of the Joint Venture.

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

MBE/WBE ownership percentage(s) _____

Non-MBE/WBE ownership percentage(s) _____

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

1. Profit and loss sharing: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

- A. Joint venture check signing:

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

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

- D. Acquisition of lines of credit:

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

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

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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

_____ Sole Proprietor _____ Corporation
_____ Partnership _____ Joint Venture

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

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

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

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

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

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

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

Name of Prime 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: \$ _____

MBE/WBE UTILIZATION REPORT

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

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

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

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

Signature of Notary Public

(Seal)

EXHIBIT 5

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

**INSTRUCTIONS FOR COMPLETING
CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

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

For purposes of this EDS:

“Applicant” means any entity or person making an application to the City for action requiring City Council or other City agency approval.

“Disclosing Party” means any entity or person submitting an EDS.

“Entity” or **“Legal Entity”** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

“Person” means a human being.

WHO MUST SUBMIT AN EDS:

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

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

Ver. 11-01-05

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

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

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

G. Which City agency or department is requesting this EDS? _____

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:
- | | |
|---|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |
-

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:
-

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that

controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

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

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in

connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
<hr/>			
<hr/>			
<hr/>			
<hr/>			

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

Yes No No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

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

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

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

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section

2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

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

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

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

___1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

___2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

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

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

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

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

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

_____ Date: _____
(Print or type name of Disclosing Party)

By:

(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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

_____ County, _____ (state).

_____ Notary Public.

Commission expires: _____.

EXHIBIT 6

**ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

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

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

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

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

“Applicable Party” means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. “Principal officers” means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

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

Yes

No

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

such familial relationship.

CERTIFICATION

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

Print or type name of Disclosing Party)

Date: _____

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

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

Notary Public.

Commission expires: _____.

EXHIBIT 7

**CONTRACT INSURANCE REQUIREMENTS
AND INSURANCE CERTIFICATE**

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS
Department of Innovation and Technology (DoIT)
Mainframe Outsourcing, Managed Hosting and Enterprise Computer Print Services

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any additional work or Services under the 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 \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insured, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

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

4) Errors & Omissions/Professional Liability

When any system technicians, system engineers, project managers or electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software designers/consultants or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform other computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

When any plans, designs, drawings, media, data, records, reports, specifications 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) All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to property site of Contractor and City of Chicago property therein including Department of Innovation Technology system/equipment, computer hardware and software devices, materials, parts and supplies that are part of the Agreement during the course of design, development, installation, upgrade, testing, storage, maintenance and/or repair. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss of, damage to, or destruction of City property/equipment at property site of Contractor that is part of the Agreement.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipments, tools and supplies), owned, used, leased or rented by Contractor.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North La Salle 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. Contractor 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. 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 Contractor.

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

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

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

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

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

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

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

INSURANCE CERTIFICATE OF COVERAGE

Name Insured: _____ Specification #: _____
 Address (Street): _____ RFP: _____
 (City/State/Zip) _____ Project #: _____
 Contract #: _____

Description of Operation/Location: _____

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

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

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

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

For City use only

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

EXHIBIT 8

**CITY OF CHICAGO
STANDARD CONTRACT TERMS AND CONDITIONS**

1. Deliverables

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

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

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

2. Standard of Performance

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

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

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

3. Personnel

i) **Adequate Staffing**

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

ii) **Key Personnel**

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

iii) **Salaries and Wages**

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

4. Minority and Women's Business Enterprises Commitment

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

5. Indemnification

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under the remedies section of this Agreement; and
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, Contractors, Subcontractors or licensees.

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

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in **Exhibit _** of this Agreement.

6. Ownership of Documents

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

7. Records and Audits

(a) Records

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

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the

expiration of this period without notification of and written approval from the City in accordance with the notice section of this Agreement.

(b) Audits

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

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

8. Confidentiality

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

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

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

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Attachment A will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which

are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

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

9. Assignments and Subcontracts

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

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

Contractor, upon entering into any agreement with a Subcontractor, must furnish the Chief Procurement Officer and the Department with a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of the Agreement, provide that the Subcontractors are subject to all the terms of the Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under the Agreement, such agreements may contain different provisions than are provided in the Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

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

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

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

10. Term of Performance

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

11. Timeliness of Performance

(a) Contractor must provide the Services and Deliverables within the term and within the time limits required under the Agreement. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this section may result in economic or other losses to the City.**

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

12. Agreement Extension Option

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

Before expiration of the then current Agreement term, the Chief Procurement Officer will give the Contractor notice, in writing, that the City is exercising its option to renew the Agreement for the approaching option period. The date on which the Chief Procurement

Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

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

13. Basis of Payment

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

14. Method of Payment

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

15. Funding

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

16. Non-Appropriation

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

17. Subcontractor Payments

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

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

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

18. Disputes

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

19. Compliance with All Laws Generally

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in these general terms and conditions, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") and Appendix A in the form attached to this Agreement as **Exhibit _**. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at

the option of the City. Contractor must promptly update its EDS(s) and Appendix A on file with the City whenever any information or response provided in the EDS(s) and/or Appendix A is no longer complete and accurate.

(b) Notwithstanding anything in the Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to 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.

20. Nondiscrimination

(a) Contractor

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

(i) Federal Requirements

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

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

(ii) State Requirements

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

(iii) City Requirements

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

(b) Subcontractors

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

21. Inspector General

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

22. 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.

23. MacBride Ordinance

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

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

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

24. Business Relationships with Elected Officials

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

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

25. Chicago "Living Wage" Ordinance

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

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of the Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

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

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

(c) As of July 1, 2009, the Base Wage is \$11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under the Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

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

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

26. Warranties and Representations

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

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

(b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under the remedies and early termination sections of this Agreement; and

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

27. Ethics

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

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

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

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

28. Joint and Several Liability

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

29. Business Documents

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

30. Conflicts of Interest

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

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this section as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

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

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

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

31. Non-Liability of Public Officials

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

32. EDS / Certification Regarding Suspension and Debarment

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

33. Events of Default Defined

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

- (b) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
 - (vi) Discontinuance of the Services for reasons within Contractor's reasonable control;
 - (vii) Failure to comply with Section 19 above in the performance of the Agreement;
 - (viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
 - (ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
 - (x) Any other acts specifically stated in this Agreement as constituting an act of default.
- (c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.
- (d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
- (e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

34. Remedies

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

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

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

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

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

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

35. Early Termination

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

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

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

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

36. Suspension

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

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

37. Right to Offset

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

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

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

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

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

38. Entire Agreement

(a) General

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

(b) No Collateral Agreements

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

(c) No Omissions

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

39. Counterparts

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

40. Changes, Modifications, and Amendments

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

41. Governing Law and Jurisdiction

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

42. Severability

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

43. Assigns

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

44. Cooperation

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

45. Waiver

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

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

46. Independent Contractor

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

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

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

47. Electronic Ordering and Invoices

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

48. Participation by Other Local Government Agencies

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

49. Environmental Warranties and Representations

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

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

During the period while the Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of the Agreement, constitutes a breach of and an event of default under the Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

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

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

50. Firms Owned or Operated by Individuals with Disabilities

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

51. 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.

52. Authority

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

53. Definitions

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

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

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

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

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

"**Department**" means the City Department of Innovation and Technology or other participating City department.

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

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

EXHIBIT 9

REQUEST FOR PROPOSALS DEFINITIONS

"Chief Information Officer" or **"CIO"** means the Chief Information Officer of the City of Chicago and any representative duly authorized in writing to act on his/her behalf.

"Chief Procurement Officer" or **"CPO"** means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on his/her behalf.

"Contractor" means the Respondent selected and subsequently awarded a contract pursuant to this RFP process.

"DoIT" means the City of Chicago's Department of Innovation & Technology

"DPS" means the City of Chicago's Department of Procurement Services.

"Emergency Request" means a request submitted to Respondent that will be completed within 4 business hours.

"Early Termination Fee" or **"ETF"** means the penalty fee enforced by the SP when the user ends the contract early.

"Execute" means the schedule jobs through CA-7, and monitor same jobs for abends. Perform call escalation as required.

"Input Queue" means JES2 input queue that defines a job that is submitted and is ready to run, not held. To date, this number is unattainable using standard tools. Minor deficiencies in this metric are expected due to the inability to measure it accurately.

"Internet Protocol" or **"IP"** means the Internet Protocol is one of several Internet Layer Protocols used in the TCP/IP suite of protocols. It defines how data is exchanged between Internet Layers within TCP/IP.

"Local Area Network" or **"LAN"** means a LAN connects computers with a single geographical location, such as a building or office, thereby enabling users to share common resources such as file servers, printers, and Internet access.

"Local" means anywhere located within the City of Chicago's city limits or anywhere within any of the City of Chicago's six immediately bordering counties. The counties are Cook, DuPage, Lake, McHenry, Kane and Will.

"Maintain CA-7" means the process in which SP receives work order requests from the City of Chicago, enters them into CA-7, causes the execution, and monitors the job for any abend condition.

"Migration" means the movement of data processing workload from the City of Chicago Data Center to the Respondent Data Center.

"Monitor" means to execute application programmer notification procedures as required for any production job that runs through CA-7 and experiences an abnormal termination. Includes overall operational observation of system performance and throughput.

“Optional Feature” is the accessory unit or system as described or demonstrated, or both, in the Respondent’s Proposal.

“Processing Time” means the number of CPU seconds that a job consumes.

“Production LPAR” means the LPAR where the City of Chicago production CICS, DB@, and Oracle regions run.

“Proposal” is the written content and documents submitted in response to this RFP from a Respondent.

“Respondent” is the entity which submits a Proposal in response to this RFP.

“Service Provider” or **“SP”** means the vendor providing mainframe outsourcing services to the City.

“Standard Request” means a request submitted to Respondent that will be completed with 24 business hours.

“Steady State” means the state that defines the period 30 days after the migration to the Respondent Data Center when any minor issues that result from the migration have been closed.

“Test LPAR” means the LPAR where production batch jobs run, and City of Chicago Development CICS, DB2, and Oracle Regions.

“Transition” means the process that begins once the Agreement has been signed and continues on through the point where the support ownership has been transferred to the Respondent ongoing support organization.

“Virtual Private Network” or **“VPN”** means a VPN is a secure private connection that operates over an unsecured public network. It employs encryption technology to ensure safe data transmission.

“Wall Time” means the number of minutes a job takes from beginning of execution until termination.

EXHIBIT 10

CITY OF CHICAGO MAINFRAME INVENTORY

Processor:

- IBM 2066-001 sn-16B2A
- 1 processor – 185 MIPS
- Memory – 8 GB
- Base hardware system area (HSA) = 160 MB
- LPAR CHI1(sysid=E16L) client production = 4112 MB
- LPAR=FIL1 – placeholder for spare/open chps – never IPLd = 16 MB
- Available storage = 3904 MB
- 72 escon channels(esc-ch)
- 12 ficon channels
- 4 OSA channels
- 4 CFP channels – sysplex
- connects to 2 CF processors IBM 2066-100 – 2 channels each CF

LPAR CHI1(sysid=E16L) client production

- 1 non-dedicated central processor
- Processor weight = 990
- central storage = 4112 MB
- expanded storage = 0 MB
- 43 escon channels
- 12 ficon channels
- 4 CFP channels
- 4 OSD channels

LPAR=FIL1 – placeholder for spare/open chps – never IPLd

- 1 non-dedicated central processor
- Processor weight = 1
- central storage = 16 MB
- expanded storage = 0 MB
- 28 escon channels - open

DASD – STK-Sun V2X4F – contains multi-clients

- 4 host ficon channels to ficon directors to 4 DASD CU ports
- 8 ficon director ports split on 2 ficon directors
- 1098 dedicated assigned 3390 ucbs: 1088 = 3390-3s; 10 = 3390-9s

DASD – HDS 9960 – Respondent support/shared – primary

- 2 host escon channels to escon directors to 2 DASD CU ports
- 4 escon director ports split on 2 escon directors
- 16 shared 3390-3s – primary
- 4 shared 3390-9s - primary

DASD – STK-Sun V2X2 - Respondent support/shared - alternate

- 2 host escon channels to escon directors to 2 DASD CU ports
- 4 escon director ports split on 2 escon directors
- 16 shared 3390 ucbs - alternate

Tape – STK 9310-9311 library - dedicated

- 8 STK 9490 tapedrives - dedicated
- 8 host escon channels, 1 channel to each 9490 CU port
- 12 STK 9840 tapedrives - dedicated
- 4 host escon channels to escon directors to s
- 16 escon director ports
- 1 port of shared STK 9330 LMU

Tape – IBM 3494 VTS Library

- 24 virtual 3490 addresses(32 gend but 8 given away) - dedicated
- 4 host escon channels to escon directors to 4 VTS CU ports
- 8 escon director ports

Tape – STK-Sun SL8500 library – attached native T10Ks

- 1 of 4 partitions/quadrants dedicated
- 4 native STK T10K tapedrives – dedicated
- 4 host ficon channels to ficon directors to 4 T10Ks
- 8 ficon director ports

Tape – STK-Sun SL8500 library – attached VSM4 virtual storage

- 64 virtual 3490 ucbs
- 4 host ficon channels to ficon directors to VSM4
- 4 RTD STK T10Ks to 4 VSM4 RTD ports
- 4 RTD STK T10Ks + 4 RTD STK 9840C to ficon directors to 4 VSM4 RTD ports
- 20 ficon director ports

Tape – Floor drives

- 2 STK 4480-CU x 8 STK 4480 tapedrives
- 2 host escon-converter block channels
- 2 MRX 5490-CU escon/shared
- 2 assigned MRX 5490 tapedrives
- 2 host escon channel to escon directors to the 2 5490s
- 4 escon director ports

Comm – 327x CUs:

- 2 IDG 9074s – primary and backup MVS/TSO consoles
- 2 host escon channels to separate escon directors to separate IDG 9074s
- 4 escon director ports
- 1 IBM 3174 - use 1 coax port for STK 9330 LMU
- 1 host escon-converter block channel to 3174

FEPs – 37x5s:

- 1 37x5 FEPs local
- 1 escon block converter channel
- See channel extender for another 37x5 FEP

Director ports – Escon / Ficon:

- 38 escon director ports = 15 host and 23 CU
- 24 ficon director ports = 12 host and 12 CU

Channel extenders – Computerm VMC 8250

- 1 escon block converter channel chp 0D for 37x5 FEP ucb 0340

EXHIBIT 11

CITY OF CHICAGO MAINFRAME SOFTWARE LIST

Vendor	Product	Product#	Ver/Rel	Notes
Allen Systems Group, Inc (ASG)	ASG-ODE		6.0 5.3	CoC License
Beta Systems	Harbor Backup Host		HSPA/H53A0F	CoC License - run on request only.
BMC Software, Inc	Performance Analyzer for Mainframes		4.2.1	
BMC Software, Inc	Performance Predictor for Mainframes		1.7.00	
CA	CA-1		11.5/SP1	
CA	CA-1/Copycat		R11.0/0404	
CA	CA-7		11.0/SP03	
CA	CA-ACF2		9.0/SP03	
CA	CA-ACF2/CICS		9.0/SP03	
CA	CA-Common Services for z/OS		11.0/SP07	
CA	CA-Earl		6.1/SP2/0106	
CA	CA-Endevor/MVS		12.0/SP00	
CA	CA-Endevor/MVS PDM		12.0/SP00	
CA	CA-Examine		12.0/SP0	
CA	CA-File-Save/RCS		4.0	
CA	CA-Insight for DB2		6.3.3	
CA	CA-ISM Crews Catalog Recovery		4.3.1/SP01/0212	
CA	CA-JCLCheck/MVS		7.1/SP3	
CA	CA-Librarian /MVS		4.3.0/SP05	
CA	CA-NETMASTER (SNA)		11.6/SP00	
CA	CA-NETMASTER for TCP/IP		11.6/SP00	
CA	CA-NETMASTER Network Automation		11.6/SP00	

CA	CA-Netspy	11.6/SP00
CA	CA-OPS/MVS II	R11.5/SP01
CA	CA-Ramis	7.4/SP3/0105
CA	CA-Spool for MVS	11.0
CA	CA-SYSVIEW/CICS	11.6/SP01
CA	CA-SYSVIEW/Event Capture Option	11.6/SP01
CA	CA-SYSVIEW/MVS	11.6/SP01
CA	CA-UFO	3.2.1/0010
CA	CA-Vantage/390	11.5/SP05
CA	CA-VISION:Builder	15.0
Chicago-Soft, LTD	MVS/Quickref	6.8
Compuware Corporation	Abend-AID	10.02
Compuware Corporation	Abend-AID COBOL	10.02
Compuware Corporation	Abend-AID SPF	10.02
Compuware Corporation	Abend-AID/CICS(FX)	5.01
Compuware Corporation	Abend-Aid/CICS(FX) Cobol	5.01
Compuware Corporation	Abend-AID/CICS(FX) Region Dump Analysis	5.01
Compuware Corporation	Abend-AID/CICS(FX) Transaction Dump Analysis	5.01
Compuware Corporation	ECC	1.9.0
Compuware Corporation	ECC/Base Services	5.2
Compuware Corporation	ECC/CSS	8.3
Compuware Corporation	ECC/HCI	2.5
Compuware Corporation	ECC/LMS	3.1.0
Compuware Corporation	File-AID/MVS	9.00.01
Compuware Corporation	File-AID/MVS/Batch	9.00.01
Compuware Corporation	File-AID/MVS/SPF	9.00.01
Compuware Corporation	File-AID/MVS/XE	9.00.01

Compuware Corporation	Xpediter/CICS		7.05	
Compuware Corporation	Xpediter/CICS/Cobol		7.05	
Diversified Software Systems, Inc (ASG)	JOB/SCAN		7.0.0	
Fujitsu Softek (IBM)	Replicator for Z/OS		3.7.0	
IBM	ACF/NCP V7	5648-063	7.8	NCP019 3745-310 23-00170
IBM	ACF/NCP V7	5648-063	7.8	NCPCTY 3745-170 23-31883 Offsite
IBM	ACF/SSP Version 4 for OS/390	5655-041	4.8	
IBM	CICS TRANSACTION SERVER for Z/OS V2	5697-E93	2.2.0	
IBM	COBOL for MVS & VM V1	5688-197	1.2.0	Alt
IBM	DB2 VERSION 3	5685-DB2	3.1	
IBM	ICKDSF	5655-257	1.17	
IBM	OS PL/I Library	5668-911	2.3	
IBM	QMF V3	5706-254	3.3	
IBM	Tivoli License Compliance Manager for z/OS	5698-A80	4.2	
IBM	VS Fortran Compiler Library	5688-087	2.6.0	
IBM	z/OS Base JES2	5694-A01	1.9	
IBM	z/OS DFSMS/DSS HSM	5694-A01	1.9	
IBM	z/OS RMF	5694-A01	1.9	
IBM	z/OS SDSF	5694-A01	1.9	
Innovation Data Processing	FDR		5.4.61	
Levi, Ray & Shoup	VPS		1.8.0 900	
Levi, Ray & Shoup	VPS/DRS		1.3.4/124	
Levi, Ray & Shoup	VPS/TCPIP		1.8.0 900	
Levi, Ray & Shoup	VPS/VMCF/TSO		1.8.1 199	
Levi, Ray & Shoup	VPS/VSV		1.8.0 320	
MacKinney Systems, Inc	CICS/CEMT-Batch		5.1	
MacKinney Systems, Inc	Kwik-Key		1.3	

Mantissa Corporation	AOM-RMS/Basic	11.34	CoC License
Mantissa Corporation	AOM-RMS/Online	11.34	CoC License
Oracle	Oracle Enterprise Edition for OS/390	10.2.0.2	CoC License
SAS Institute, Inc	SAS/Base	6.09E	
SAS Institute, Inc	SAS/FSP	6.09E	CoC
STK (SUN Microsystems)	ExHPDM	6.2	
STK (SUN Microsystems)	ExLM	6.2	
STK (SUN Microsystems)	NCS: HSC	6.1	
STK (SUN Microsystems)	SVAA	3.1.0	
Syncsort, Inc.	Syncsort for z/OS	1.2/TPF3.1	
Systemware, Inc.	JHS	4.2	
Texas Digital Systems, Inc	DSSUMON/MVS	3.1.9	
Xerox	HFDL / MVS	3.1	CoC Financial Responsibility.
Xerox	XPAF	3.0.4/WA7333	CoC License

EXHIBIT 12

CITY OF CHICAGO CICS TRANSACTION SUMMARY

**CICS Workload Analysis
September 30, 2009 Year to Date**

REGION NAME	TOTAL TRANS	TOTAL CPU	TRANS AVG CPU	% of Total Trans	% of Total CPU	Region Description
DC95000P	2,031,339	12,331.90	0.0061	1.45	2.44	Telephone Dir.
DC95001P	1,011,426	5,676.94	0.0056	0.72	1.12	Mantissa Rptg.
DC95002P	1,832,237	10,013.74	0.0055	1.31	1.98	Benefits
DC95003P	848,260	1,651.62	0.0019	0.60	0.33	
DC95004S	111,508	291.80	0.0026	0.08	0.06	
DC95005P	1,239,788	7,430.15	0.0060	0.88	1.47	CAPS
DC95008S	26,425	85.89	0.0033	0.02	0.02	
DC95011P	981,864	2,119.92	0.0022	0.70	0.42	
DC95014P	1,248,967	3,190.77	0.0026	0.89	0.63	Buildings
DP00460S	3,244,274	14,204.34	0.0044	2.31	2.81	CPD Financial
DP00860S	<u>127,681,573</u>	<u>447,863.58</u>	0.0035	91.03	88.71	CPD Hot Desk
	140,257,661	504,860.65	0.0036	99.99	99.99	

EXHIBIT 13

CITY OF CHICAGO MIPS UTILIZATION SUMMARY

MIPS Daily Summary, September 2009

Date	Peak CPU	Avg. CPU
9/1/2009	162.99	67.27
9/2/2009	163.03	66.26
9/3/2009	163.56	70.22
9/4/2009	166.56	64.17
9/5/2009	103.12	48.45
9/6/2009	189.56	56.61
9/7/2009	165.27	54.69
9/8/2009	163.89	64.34
9/9/2009	164.62	63.83
9/10/2009	165.37	63.72
9/11/2009	165.62	64.76
9/12/2009	101.24	47.83
9/13/2009	112.03	56.00
9/14/2009	165.29	62.24
9/15/2009	165.60	67.35
9/16/2009	164.76	65.65
9/17/2009	163.80	65.81
9/18/2009	163.35	67.53
9/19/2009	99.44	49.56
9/20/2009	111.49	56.49
9/21/2009	164.12	64.31
9/22/2009	159.42	66.16
9/23/2009	165.29	66.55
9/24/2009	164.24	69.49
9/25/2009	122.92	68.74
9/26/2009	101.40	47.19
9/27/2009	109.17	56.16
9/28/2009	164.04	65.50
9/29/2009	164.45	67.55
9/30/2009	164.93	63.26
	<u>150.02</u>	<u>61.92</u> Average

City of Chicago Daily CPU Utilization

MVS E16L on 9/1/2009-9/30/2009(Peak & Avg)

