REQUEST FOR PROPOSAL ("RFP")
For
MOBILE HANDHELDs FOR PARKING CITATIONS — HARDWARE, SOFTWARE, SERVICE AND SUPPORT

SPECIFICATION NO. 118791

Required for use by:

CITY OF CHICAGO
Department of Finance

This RFP distributed by:

CITY OF CHICAGO
Department of Procurement Services

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

Jamie Rhee, Chief Procurement Officer
Attention: Altha Riley, Senior Procurement Specialist
Altha.Riley@cityofchicago.org
312-744-0762
Department of Procurement Services
Bid & Bond Room - Room 301 City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on November 19, 2013 at 10:30 a.m. Central Time, City Hall, 11th Floor, Room# 1103, 121 North LaSalle Street, Chicago, Illinois 60602.
Attendance is Non-Mandatory, but encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME ON January 10, 2014
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REQUEST FOR PROPOSAL ("RFP")

For

MOBILE HANDHELDs FOR PARKING CITATIONS – HARDWARE, SOFTWARE, SERVICE AND SUPPORT

SPECIFICATION NO. 118791

1. GENERAL INVITATION

1.1. INTRODUCTION OF THE RFP

The City of Chicago ("City"), acting through its Department of Finance ("DOF"), invites the submission of Proposals from mobile handheld computer device manufacturers and suppliers interested in providing Proposals for new HHCs, software, maintenance, and support, as described herein. The HHCs will be used as a tool by the Department of Finance and its contracted ticket writers to issue Parking and Compliance violations with a high level of reliability and proficiency.

1.2. BACKGROUND – CURRENT AND NEW GENERAL SCOPE REQUIREMENTS

The DOF is looking to replace its current AutoCITE X3™ mobile handheld computer hardware units and the installed software adapted for use by the City of Chicago, from its current Contractor with new open-architecture mobile Handheld Computer (HHC) units installed with parking/violation software configured for use by the City of Chicago. The AutoCITE X3™ HHC units are currently utilized by DOF’s Parking Enforcement Aides (“PEAs”) to issue parking and compliance violations (in lieu of hand-written parking and compliance violation tickets). The violations, including still-color-photos taken by the HHCs, are uploaded to the Contractor’s hosted system. The majority of the City’s current HHC units are wireless. The wireless handhelds transfer data to the hosted site wirelessly, however, currently, photos must be transferred via an HHC hardwired docking cradle. The non-wireless HHCs must transfer both data and photos via a hardwired docking cradle at the end of a shift. The hardwire docking cradles are located at various sites referred to as a “Base Station”.

The Contractor’s hosted system processes the data and also feeds the processed data to the City’s CANVAS system. The Contractor-hosted system also pushes data wirelessly to the HHCs. For example, a file of boot-eligible license plates can be sent to the PEAs. A segment of the Contractor-hosted system is also configured to be viewable by the public via the Internet – by logging into the City of Chicago’s domain website, a link is there on the City’s site for the user to input and thereby access certain information about an individual violation, although the actual content is managed at the Contractor’s hosted site. Currently, parking enforcement operations are, for the most part, 24/7 operations. DOF considers it will likely require approximately 275-300 wireless HHC units and, if necessary, 3-4 Base Stations throughout the City.

DOF requires its new HHC technology and Vendor-hosted system operations solution to provide DOF management and its PEAs with the best quality HHC units and related software for effective citation issuance duties; the capture of multiple color photo images for each violation (for compelling documentation of each violation); GPS tracking of HHC Units for management to effectively coordinate and allocate its PEA resources; time-check/“chalking” functionality to accurately identify and issue citations to
vehicles that have exceeded a maximum stay-time; robust reporting capabilities (such as GPS mapping of individual HHCs, GPS mapping with time-stamping, and record archive retrieval), which includes standard and ad-hoc reporting; efficient, automated, real-time (see Note 1, below), simultaneous, wireless communication with various databases. Various databases may include, but are not limited to: CANVAS, boot-eligible license plate lists, “hot” plate lists from law enforcement, IL Secretary of State vehicle information, and other City-approved third-party databases, such as parking meter payment database(s).

**NOTE 1:** The “real-time,” communication functionality is critical to parking enforcement operations for accurate and efficient parking and compliance ticket issuance. For instance, as it relates to communication with a City-approved third-party pay-parking-by-phone database, in the shortest timeframe possible in a manner as automated as possible (e.g. without logging into a separate database), the PEA will need to determine via the HHC whether a specific vehicle has paid to park in a specific location at a specific time. Certain data in the third-party database may need to be viewable by the PEA such as meter parking expiration time for proper citation documentation. In the event that a motorist has paid to park via a third-party pay-parking-by-phone system, a printed receipt, sticker, or marker to indicate meter parking expiration time may not be visible in the parked vehicle.

DOF is also interested in other optional HHC capabilities such as LPR technology, and RFID functionality, if available and able to perform in a manner acceptable for City operations. The use of LPR technology is expected to increase productivity by eliminating or reducing the manual data entry of license plates; RFID may be a consideration if a solution provides relevant data about an object to be read by an HHC.

DOF requires its new HHC software to be user-friendly (for City users) and highly configurable (by the Vendor to adapt to City user requirements). To the extent that parking ticket violation issuing software solutions may be adaptable for use through mobile phones already in use by City users, including Police Officers, is also a viable option for consideration as part of this RFP.

The HHC devices and any applicable peripherals must be constructed to withstand and function in extreme Chicago weather conditions and be very durable, since each is expected to operate virtually 24/7, notwithstanding battery recharge time, and be used by multiple PEAs from shift to shift.

Specific details regarding usability and configurability are provided in Attachment 1: City of Chicago’s HHC Properties Checklist.

In addition to providing HHC hardware and software, the Vendor will be required to provide on-going maintenance and support of all HHC hardware, software, and related peripherals, including upgrades as new software versions or software applications and related technologies become available.

To the extent that HHC models may evolve and be replaced by, as yet, unforeseen new models, the contract will incorporate a “catalog” reference in the Compensation Schedule, whereby products available through the then-current “catalog” can be considered for procurement per the catalog current at the time.

Current wireless Networking standards for the HHC devices are listed in ATTACHMENT 2: Department of Innovation and Technology (DoIT) Hardware and Software Standard Overview – subject to change. The HHC hardware and software must meet the minimum security requirements as currently set forth in the City’s Data Policy – and which are subject to change. See ATTACHMENT 3.
Respondents should propose various solutions such as: one-piece HHC units incorporated with a printer (preferred), or; two-piece HHC units with a separate wireless printer; and/or other available technologies such as: HHC units with LPR functionality; RFID-reader functionality (and the ability to purchase RFID chips or tags to be embedded (either by the City or Vendor) into objects to be “read” by the RFID reader); software applications that can be purchased separately for adaptation into HHC units. Additionally, respondent should propose both equipment purchase and lease options.

1.3 DEFINITIONS

The following defined terms have the meanings specified below.

NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

“CANVAS” an acronym for the Department of Finance’s parking, red light and automated speed enforcement violation management system officially titled the Central Adjudication Noticing and Violation Administration System.

"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 her behalf.

"Comptroller, " means the City Comptroller, or Acting Comptroller, of the City of Chicago Department of Finance, and any representative authorized in writing to act on the City Comptroller’s, behalf.

“EC” means the Evaluation Committee.

“HHC” means a handheld computer mobile wireless device.

“LPR” License plate recognition technology.

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

“Respondent” means the primary entity which submits a Proposal in response to this RFP and may include subcontractors and other affiliates.

“Vendor” means the Respondent awarded a contract pursuant to the RFP process.

1.4 GENERAL INFORMATION AND GUIDELINES

1.4.1 Downloadable RFP Documents and Other Information

Respondents may download the RFP in PDF format, and any future addenda from the City’s DPS website at the following URL address: www.cityofchicago.org/bids.

Paper copies will not be provided. The City intends to cut its costs while adhering to environmentally conscious practices; therefore, the City will not provide hardcopies of this RFP or clarifications and/or addenda.
After downloading the RFP, the Respondent must contact the Bid & Bond Room by emailing the Respondent’s electronic business card or contact information to bidandbond@cityofchicago.org referencing Specification No. 118791. Submission of electronic contact information will enable Respondents to receive any future clarifications and/or addenda related to this RFP.

The City accepts no responsibility for the timely delivery of materials or for alerting the Respondent on posting to the DPS website information related to this RFP. Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

1.4.2 Communications Between the City of Chicago and Respondents

1.4.2.1 Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by mail, email or fax at 312-744-9687, and directed to the attention of Altha Riley, altha.riley@cityofchicago.org Department of Procurement Services, Room 806, City Hall. All questions must be received no later than 4:00 p.m. Central Time, on November 26, 2013. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference. The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP, and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Mobile Handhelds for Parking Citations – Hardware, Software, Service and Support , Specification No. 118791. No telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.

1.4.3 Pre Proposal Conference

The City will hold a Pre-Proposal Conference at City Hall, 11th Floor Room #1103, 121 North LaSalle Street Chicago, Illinois 60602 at 10:30 a.m. Central Time on November 19, 2013. All parties interested in responding to this RFP are urged to attend in person. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. You are encouraged to send questions one week prior to the conference. The City may respond both to questions raised on the day of the conference and to questions emailed prior to the conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

1.4.4 Deadlines and Procedures for Submitting Proposals

To be assured of consideration, Proposals must be received by the City of Chicago in the City’s Bid & Bond Room (Room 301, City Hall) no later than 4:00 p.m. Central Time on January 10, 2014. The Bid & Bond Room can be reached at telephone number (312) 744-9773.
The City may, but is not required to accept proposals that are not received by the date and time set forth in this RFP. Only the Chief Procurement Officer 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 & 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 & Bond Room in City Hall. It is the Respondent’s sole responsibility to ensure that the Proposal is received as required.

Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Altha Riley, Senior Procurement Specialist

The Respondent must submit one (1) hardcopy original Proposal and seven (7) electronic word searchable copies of the Proposal in Portable Document Format (“PDF”) on CD - ROMs or flash drives. The original documents must be clearly marked as “ORIGINAL,” and must bear the original signature of the Respondent’s authorized signatory that can bind their organization to all commitments outlined in the Proposal on all documents requiring a signature. The Respondent must enclose all documents in sealed envelopes or boxes.

The outside of each sealed envelope or package must be labeled as follows:

Proposal Enclosed
Request for Proposals (RFP) for Mobile Handhelds for Parking Citations-Hardware, Software Service and Support
Specification No.: 118791
Due: 4:00 P.M., January 10, 2014
Submitted by: (Name of Respondent)
Package ___ of ___

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

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

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<th>Target Date</th>
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<td>City Issues RFP</td>
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</tr>
<tr>
<td>Non-Mandatory Pre-Proposal Conference</td>
<td>November 19, 2013</td>
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<td>Proposal Questions Due</td>
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</tr>
<tr>
<td>Proposals Due</td>
<td>January 10, 2014</td>
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1.4.6 Term of Contract and Exceptions

The City anticipates a five year initial agreement term with up to two, one-year options exercisable at the City’s sole option. A copy of a sample City of Chicago Professional Services Agreement is included in Exhibit 6 – Sample Professional Services Agreement. The City may from time to time revise its terms and conditions. Respondents must identify any objections to this Agreement in their response to this RFP.

1.4.7 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:

- Pre-Bid/Proposal Conference Attendees
- Addenda, if any.

1.4.8 Transparency Website: Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website.

However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data (“Data”) which Respondents desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

A. Mark the cover page as follows: “This Proposal includes trade secrets or other proprietary data.”

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

C. Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any
Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

1.4.9 Confidentiality

It is also understood that all reports, information, or data prepared or assembled by the Respondent will be confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will require the Vendor to execute a statement of confidentiality.

2. PREPARING PROPOSALS: REQUIRED INFORMATION

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

2.1 REQUIRED PROPOSAL FORMAT

Respondent must submit one (1) hardcopy original Proposal and seven (7) electronic copies of the Proposal in PDF format on CD-ROMS or flash drives, and must be in word-searchable format. The original documents must be clearly marked as “ORIGINAL,” and must bear the original signature of Respondent’s authorized signatory that can bind their organization to all commitments outlined in the Proposal on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

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, proposals, reports, and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned.

Sections should be separated by labeled tabs and organized in accordance with the subject matter sequence as set forth in Section 2.2 below. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.
2.2 REQUIRED PROPOSAL CONTENT

Respondents are advised to adhere to the submittal requirements of the RFP and in particular this section. The Proposal must include the information outlined in the following subsections. Please prepare your Proposal by using each heading in this section on required proposal content and in the same order as listed below. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal.

At a minimum, the Proposal must include the following:

2.2.1 Cover Letter

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

The cover letter must:

(i) Indicate the number of years the entity has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.

(ii) Identify the full legal name of the entity submitting the response, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited partnership, etc.), and the names of Respondent’s parent-owners, principals or partners, and authority to do business in Illinois.

(iii) Indicate the name and telephone numbers of the principal contact for oral presentation, and for negotiations.

(iv) Identify any objections the Respondent has to the Sample Standard Professional Services Agreement terms and conditions, in its response to this RFP. A sample copy of the standard City of Chicago Professional Services Agreement terms and conditions is attached as EXHIBIT 6, City of Chicago Sample Professional Services Agreement. (The City may from time to time revise its Professional Services Agreement.)

(v) Acknowledge Addendum issued, if any.

(vi) Acknowledge Respondents willingness to sign testing agreement in Exhibit 7 and provide an insurance certificate per the insurance requirements in Exhibit 4, if shortlisted in Phase III.

2.2.2 Executive Summary

Respondent must provide an executive summary which explains its understanding of the City’s intent and objectives described in this RFP and how the Respondent’s proposed plan and
system devices achieve those objectives.

The summary should outline the Respondent’s overall plan from the initial contract award (or pre-award meetings) phase, to post-initial and on-going operations of contract; general approach to project management; features and functionality of the proposed equipment and software; and quality assurances for ensuring performance of all equipment software, and firmware, Vendor-hosted site, and all other maintenance and support services; training; and any additional added values the Respondent can provide to the City. (These elements must be described in detail in the body of the RFP response.)

The summary should include an indication of the delivery time of fully operational equipment to the Department of Finance to have ready for use.

2.2.3 Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to the Chicago Account

If Respondent proposes that major portions of the work will be performed by different team members (e.g. 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 key personnel, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

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

(i) Separate Economic Disclosure Statement and Affidavit (“EDS”) completed by each partner and one in the name of the joint venture as shown in Exhibit 3.
(ii) Insurance certificate in the name of the joint venture business entity.
B. **Company References/Client Profile (See Form in Exhibit 2)**

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

- Client name, address, contact person name, telephone, and e-mail address.
- Description of services provided similar to the services outlined in Section 1.2 Background – Current and New General Scope Requirements, of this RFP.
- Nature and extent of Respondent’s involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

Additionally, provide the names of cities to which the Respondent has provided HHC Units most recently. Describe the Respondent’s HHC experience with other municipalities. Provide a complete reference list of the most substantive clients, providing a brief overview of the accounts, in terms of HHC type; length of relationship with the client; contact person’s name, title, email address, and phone number; city and state of client; and what year they were purchased.

Do other cities use the HHCs strictly for parking enforcement purposes or have they integrated other applications? Describe.

What make and model(s) of HHC equipment was delivered to each city? Explain the differences in that equipment, if any, from the requirements set forth in this RFP, or proposed in response to this RFP.

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. **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 (BACP) website for additional information: [www.cityofchicago.org/businessaffairs](http://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: (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/.

D. **Capacity to Perform City Program**

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

**2.2.4 Professional Qualifications and Specialized Experience and Local Availability of Committed Key Personnel Committed to the Chicago Account.**

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

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

**2.2.5 Implementation Plan**

Respondent must provide a comprehensive and detailed plan for implementing Services as outlined in Section 1.2 Background – Current and New General Scope Requirements in this RFP. Each Respondent will be evaluated on its overall strategy, methodology, timetable and approach to service delivery and meeting the City’s requirements.

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

A. **Approach to Implementing Services**

The plan must address your approach to implementing and managing the Services described in this RFP. Describe your policies and procedures for
implementing services for clients, quality control checks, and project management. Describe your program support and reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems.

B. **Organization Chart**

Submit an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors); their relationship in terms of proposed Services; and Team Members involved and the following information:

(i) A chart which identifies not only the proposed organizational structure, but also Team Members by name and title. Staffing levels of each organizational unit should be estimated.

(ii) 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**

(i) Describe facilities, equipment, personnel, communication technologies and other resources available for implementing the proposed Services.

(ii) 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. Specify if the assigned personnel will be on a full or part-time basis. Specify how each employee turnover will be handled (i.e. Sick, vacation, leave of absence, etc.)

D. **Maintenance and Warranty**

Explain how maintenance and warranty service issues are managed in other cities. What dedicated resources are available? What has been the average response time for repair?

E. **Respondent’s Subcontractor Affiliates**

Describe the attributes of each proposed subcontractor or other entity affiliated with the Respondent’s proposal.

2.2.6 **Technical Specifications of HHC and Hosted Site**

a. Description of hardware (HHC units, peripherals) to be provided
b. Description and specification of the HHC operating system
c. Descriptions of software applications and features proposed
d. Description of all peripheral equipment including batteries, battery chargers, equipment options and accessories, and paper (for printing of violation notices/tickets)
e. Description and specification of HHC color camera, including megapixels and memory capacity

f. Description of the wireless service solution, if any, and any issues should the City elect to transmit over a different wireless service

g. Details describing the functionality of the Respondent’s proposed HHC, optional features, accessories, and software requirements
   i. The ability for HHCs to communicate real-time with third-party databases, such as pay by phone parking information of individual vehicles parked at any location.
   ii. Capacity to download daily files of boot-eligible-vehicle and other license plate data, wirelessly
   iii. Ability to incorporate LPR software into the HHC
   i. Ability for LPR software to effectively identify vehicle license plates in accordance with the LPR original equipment manufacturer’s performance specifications,
   iv. RFID option capability
   i. Ability to provide RFID (or similar transponder-like) technology solutions for use in various objects (e.g., pay-and-display meters; vehicle decals; etc.) whereby data about the object can be managed at the Vendor-hosted system and be readable by the HHC.
   ii. Capacity to read RFID tags embedded in objects which, for example, could transmit various encrypted data and other information through the RFID embedded object.
   v. Capability to print and configure variable Quick Response (QR) codes on violations. The QR Codes must tie to the ticket number. Static QR codes are not acceptable.
   vi. Expandability or Upgradability or Limitations (describe), especially considering all of the above.
   vii. Provide technical specification/product description sheets from the Respondent’s proposed HHC and software manufacturer(s)

h. City of Chicago Specifications vs. Respondent’s Best Practice:
   Compare the City of Chicago’s HHC specifications to the Respondent’s proposed HHC, and highlight the differences and recommended considerations. (For example: if the City specifies a technology that is obsolete or is too advanced, please comment on this point and offer an alternate solution that the City can also consider.)

i. Describe the virtues of the proposed hosted system regarding:
   i. Architecture (open/proprietary)
   ii. Operating System version upgrades
   iii. Process for testing new software upgrades, roll-outs, etc., (and the affect of such changes on HHCs and any third-party applications, if any)
   iv. Security
v. Optional products/services available through the hosted system
vi. Capacity (in terms of content, storage, retrieval, data and file management)
vii. Flexibility and adaptability
viii. File transfer and data exchange channel capacity and methodology
ix. Web accessibility
x. Dashboard view design
xi. Account management functionality for authorized users
xii. Other options
xiii. Describe the reporting capability available of the hosted site.
j. Complete the HHC Properties Checklist (See ATTACHMENT 1).

Note: All software proposed by the respondent must have a fully paid, perpetual, irrevocable license agreement for the City to use for the term of the agreement.

### 2.2.7 Service, Support, and Maintenance Plan

a. Description of maintenance services provided, the various service plans and what types of services and hardware/software are included in each type (e.g., full-service maintenance agreements – including 24/7 availability and all parts and labor; time-and-material with replacement parts and accessories price lists; software maintenance and upgrade costs).
b. Describe the service operations (process for requesting service; response time for each type of service; service performance guarantees; location of repair facility; inventory controls for parts and materials from suppliers; qualifications of IT, wireless support and hardware repair personnel).
c. Describe the degree and frequency of Training to be provided to City Personnel, considering the number of full-time PEAs (both City of Chicago employees and third-party contracted PEAs) and 24/7 work shifts occurring.
d. Describe the “Help Desk Support” operations concerning HHC software/navigation, etc., issues, and accessibility by users to the Help Desk Support team. NOTE: not required to the public
e. Provide copies of Training Material content. Describe service escalation (e.g., Level 1, Level 2) provisions involving various technical support issues that may arise from a City-user perspective.
f. Note: The City reserves the right to negotiate Service Level Requirements (SLRs) with the Respondent(s) selected for consideration of award of contract, of which such SLRs shall be incorporated into the final Agreement.
2.2.8 Cost Proposal – (See Exhibit 5)

a. The City is requesting detailed information regarding the costs for the equipment and services required as well as the service, support, and long-term (5-year, or as may be negotiated) maintenance costs. For each of the cost elements described in the Proposal, provide a menu of prices for each type of equipment, accessories, options, upgrades, etc., tested, installed, and delivered fully operational, monthly, annually, one-time, etc. This cost should include a stock of immediately available “hot-stock-swap-outs” i.e. inventory of HHCs ready for use by the City in the event that an HHC is unable to be repaired in a timely manner. Vendor will be required to maintain an inventory of at least 10% of the City’s current inventory for use as hot-stock-swap-outs. HHCs must be shipped both ways at no cost to the City.

b. Provide pricing options to be considered by the City during negotiations (e.g. prices if equipment or systems are leased over a 3-5-year period; pricing models if equipment upgrades or software upgrades are included in the original purchase price; quantity price discounts, if equipment is ordered in larger quantities (if potential purchases of equipment from other user departments is realized); etc.

c. All devices must come with current Windows-based operating system software installed or other as described by Respondent but must have open architecture, and all software applications must be priced separately for each type, including a complete description of the application, with a breakdown of costs for any applicable software seat/usage licenses.

d. The Respondent will be required to submit a complete price breakdown for each HHC solution proposed. Pricing must include, where applicable:
   i. Price for each type of Hardware (HHC units, peripherals, base stations, accessories, batteries, etc.)
   ii. Operating system price per HHC
   iii. Price for each Software application proposed
   iv. Price for each maintenance service option
   v. Price for the wireless service provider, if any
   vi. Price for printer paper
   vii. Price for envelopes
   viii. Price to interface and integrate with the City’s current CANVAS system and other variable databases as may be described in this RFP
   ix. Price for training to be provided and any related literature/manuals associated with the training
   x. Delivery and installation or set-up costs;
   xi. Any future or current hardware or software enhancements (upgrades) and pricing
   xii. Any other relevant costs affecting price increases or decreases must be described and provided
xiii. Price adjustments – such as trade-in values of existing equipment, or quantity purchase discounts should also be described in the cost proposal submittal.

xiv. Price for optional extended warranties and/or maintenance plans (full-service).

xv. Catalog pricing –

Generally, the ideal situation would be to reference neutral third-party pricing - one (or more) suppliers who can provide published or online catalog pricing, that are comprehensive in terms of listing the kinds of HHC, hardware parts, etc., that may be needed within the scope of the contract – then, at any time, the third-party’s price list applicable at the time would apply towards the contract price at the time an order was placed.

NOTE: Upon award of contract the City may apportion the purchase of equipment quantities and configurations depending upon the business objectives deemed to be in the best interest of the City at the time.

2.2.9 Legal Actions

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

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

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

2.2.10 Financial Statements

Respondent must provide a copy of last three (3) years financial statements. 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 your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

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

2.2.11  No Stated Minority and Women Business Enterprise Goals

The Chief Procurement Officer has determined that the nature of the services to be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable. Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago. Refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as Exhibit 8.

2.2.12  Economic Disclosure Statement (See EXHIBIT 3)

Respondent shall submit a completed and executed Economic Disclosure Statement and Affidavit and Appendix A. See Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 3. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.

Subcontractors may be asked, at the City’s discretion, to provide an EDS during the evaluation process.
2.2.13 Insurance (See EXHIBIT 4)

Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached EXHIBIT 4.

3. EVALUATING PROPOSALS

An Evaluation Committee, which will include representatives from the Department of Finance, 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 Proposal evaluation process is organized into three phases:

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

**Phase I - Preliminary Proposal Assessment**

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section 2.2., Required Proposal 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 program objectives set forth in the RFP. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation plan, technical specifications, service support and maintenance plan, cost proposal and other factors based on the evaluation criteria outlined in Section 3, Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section 2, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent’s financial condition.

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

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.
In addition, the Evaluation Committee will review the Respondent’s Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP using the following criteria (not necessarily listed in order of importance):

A. Ability to provide the equipment and Services as described in the RFP; the assessment of the quality, features and functionality, and overall performance of the proposed HHC equipment, its software, its interoperability with various database sources (especially in real-time), its associated maintenance and support solution; the assessment of how the hosted system communicates with the handheld data transmission requirements; consideration of heretofore unforeseen but offered solutions deemed to be beneficial to the City operations as relates to the Scope of this RFP, including capacity to achieve the project goals, objectives and scope of services described in this RFP.

B. Professional Qualifications and Specialized Experience of Respondent and Team Members with emphasis on specific experience on projects of similar scope and magnitude as outlined in Section 1.2, Background – Current and New General Scope Requirements of the RFP.

C. Past and Current Performance of the Respondent on other contracts in terms of quality of services and compliance with budgets and 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.

D. Professional Qualifications and Specialized Experience of Respondent’s Key Personnel and Local Availability of Key Personnel who will oversee and support the City of Chicago contract during the initial order phase and those individuals proposed to provide support throughout the contract term, with emphasis on specific experience on projects of similar scope and magnitude as outlined in Section 1.2, Background – Current and New General Scope Requirements of the RFP.

E. Quality, Comprehensiveness and Adequacy of the proposed Implementation Plan including its responsiveness and understanding of the needs of the City of Chicago and how the City’s program may be best accomplished.

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

F. Technical Specifications of HHC and Hosted Site interoperability and functionality.

G. Service, Support and Maintenance Plan; assessment of solutions providing convenience and user-friendliness, and an inclination to providing immediate and proficient service of equipment replacement parts and repair, software maintenance, capacity, versioning, compatibility issues, and upgrades; help-desk availability; general enhancements, upgrades, and other future technology applications/enhancements involving the proposed equipment, software, and hosted solution.
H. Cost Proposal relative to information provided in Exhibit 5.

I. 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.

J. 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.

K. Compliance with Laws, Ordinances, and Statutes. The EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the contract.

L. Degree to which Respondent accepts City’s Terms and Conditions in the sample Professional Services Agreement in Exhibit 6 enabling the City to successfully negotiate a contract.

M. 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.

4. SELECTION PROCESS

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

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

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

Live Demonstration of Equipment

Additionally, the short-listed Respondents may be required to provide working samples of HHCs and other proposed hardware and software to the Department of Finance in order to provide a hands-on demonstration to the EC for practical evaluation and the ability to perform other tests.

The Respondent may be required to provide a demonstration of all functionality as described in the RFP submittal, and provide training to select Department of Finance operators. Note: the Respondent should list any functions which may not be demonstrated because of any limitations.
If required to do so, the Respondents must allow the City to test their proposed equipment for a maximum trial period of up to 2-months (at the City’s option) in order to evaluate the proposed product and performance characteristics under normal working conditions. All costs required in order to implement an interface, in order to test functionality of proposed equipment shall be borne by the Respondent (except for City personnel costs, where applicable).

Hosted system operability shall also be demonstrated.

To the extent possible, real-time testing of data transmission, and wireless communication to city and/or third party databases shall be demonstrated; and as such, LPR functionality may also be tested or demonstrated.

Respondents may be required to furnish the City with docking station(s) (for use as a back-up means for transmitting HHC content to the Vendor-hosted system), battery chargers, at least three (3) HHCs during the trial period, all applicable software, and training; and must do so all at no cost to the City.

All demonstrations must be provided to the EC (as may be reasonably scheduled) and at no charge to the City. The Respondent must sign the testing agreement in Exhibit 7 and provide an insurance certificate per the insurance requirements in Exhibit 4.

Following oral presentations and/or demonstrations, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the City Comptroller. Such recommendation may be to enter into negotiations with only one Respondent or may be to enter into negotiations with more than one Respondent.

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

The City will require the selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the City Comptroller and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s). The City's requirement that a selected Respondent negotiate is not a commitment by the City to award a contract.

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

5. **ADDITIONAL DETAILS OF THE RFP PROCESS**

5.1 **Addenda and/or Clarifications**

If it becomes necessary to revise, clarify, or expand upon any part of this RFP, an addendum and/or clarification 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 & Bond Room. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent must acknowledge receipt. (See 1.4.1, Downloadable RFP Documents and Other Information.)

The addendum and or clarification 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 1.4.2.1 herein; or

2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference or by the deadline for submission of questions.

5.2 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 2. 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.

5.3 No Liability for Costs

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

5.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% (“Owners”), spouses and domestic partners of such Owners, Contractor’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% (“Sub-owners”) and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or
Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor’s bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

5.5 **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).
ATTACHMENT 1
CITY OF CHICAGO’S HHC PROPERTIES CHECKLIST

Priority Codes

<table>
<thead>
<tr>
<th>Code</th>
<th>Meaning</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>Mandatory</td>
<td>Considered an essential component of the proposed system unless an alternate solution is deemed by the City as acceptable in lieu of an “M”</td>
</tr>
<tr>
<td>P</td>
<td>Preferred</td>
<td>Not an essential component but preferred</td>
</tr>
<tr>
<td>O</td>
<td>Optional</td>
<td>A useful available option</td>
</tr>
</tbody>
</table>

Note: Respondent should propose the best solution as an alternate for any of the functional or System requirements, even if the requirement is listed as an “M” Mandatory priority code.

Response Codes

The following key provides the question and answer structure to be used in preparing Respondent’s responses.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Requirement or Question</th>
<th>Response Code</th>
<th>Comments by Respondent</th>
</tr>
</thead>
</table>
|        | The requirement or question | Use response codes below.  
0 = No Modification Required  
1 = Minimal Modification (less than 40 hours)  
2 = Moderate Modification (40 – 120 hours)  
3 = Major Modification (more than 120 hours)  
If N/A is in the Response Code, supply a comment only. | Use the Comment column for additional information if required regarding the answer.  
Indicate any requirements that are manual.  
(See Note, below.)  
All response codes but “0” require a comment indicating plans to incorporate this requirement into the proposed system, approximate cost to include in the proposed system, and how this enhancement will be supported in future releases.  
If specified requirement cannot be met exactly as stated Respondent should indicate how requirement can be met or why the Respondent’s solution is better. |

Host Software

<table>
<thead>
<tr>
<th>Row No</th>
<th>Functionality Requirements</th>
<th>Priority</th>
<th>Response</th>
<th>Comments/Cost of Customization</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The Host software must upload the ticket data and corresponding images from the HHC (one of the images uploaded initially must be an image of the signed ticket), to the City’s CANVAS system for further processing.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>The server based software must be Microsoft Windows compliant software. If operating system is not Windows, please describe solution.</td>
<td>P</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System must be able to communicate with multiple databases, including third-party databases, real-time and simultaneously.</td>
<td>M</td>
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</tr>
<tr>
<td>Row No</td>
<td>Functionality Requirements</td>
<td>Priority</td>
<td>Response</td>
<td>Comments/Cost of Customization</td>
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<tr>
<td>4.</td>
<td>System must allow security access levels to be defined and assigned based on role.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Host system must assign citation numbers to violations in sequential order from a predetermined set of numbers prior to transfer to the CANVAS system.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>The software must provide automatic and unique serialization of tickets and prevent the duplication of ticket numbers.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Ability for automatic uploading and downloading of files between HHC units and the Host System without human intervention.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>For expansion purposes, it must be possible to add additional HHC units. State the MAXIMUM number of HHCs that can be supported by Vendor-hosted system.</td>
<td>M</td>
<td></td>
<td>MAX. HHC:</td>
</tr>
<tr>
<td>9.</td>
<td>Data transfer between HHC devices and Host System must be high-speed (e.g., 4G). Please specify Respondent’s proposed speed of transfer.</td>
<td>M</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>The data transfer duration must be kept to a minimum and incorporate compression techniques to optimize communication speed. Real time data transmission from the HHC to the Vendor-hosted system and third-party systems is necessary. Indicate lag-time range for “near-real time” scenarios.</td>
<td>M</td>
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<td>11.</td>
<td>Data transfer between HHC devices and host communications software must use secure, encrypted protocol.</td>
<td>M</td>
<td>Protocol:</td>
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<tr>
<td>12.</td>
<td>The communications software must include auto recovery techniques in case of a communications failure.</td>
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<tr>
<td>13.</td>
<td>It must be possible for the Host System to produce an identical copy of the citation using a standard office laser printer to be used for court purposes.</td>
<td>M</td>
<td></td>
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</tr>
<tr>
<td>14.</td>
<td>Host System must allow a view-only access to query and report upon tickets issued by officer, date range, location, violation, license plate, elapsed time between issued tickets, tickets which matched to various lists (e.g., boot-eligible, hot-lists, etc.), voided tickets, etc.</td>
<td>M</td>
<td></td>
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<tr>
<td>15.</td>
<td>System must allow users to create standard and adhoc reports, on both a scheduled and on-demand basis.</td>
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<tr>
<td>16.</td>
<td>Reporting capabilities (to be viewed or printed) should include various categories such as: tickets issued, issuer productivity, location, voided ticket, violation report, pending void, and monthly</td>
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<td>Row No</td>
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<td>Priority</td>
<td>Response</td>
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<td>17.</td>
<td>Capability of administrator to perform routine functions such as periodic purging, archiving, and retrieval of data, or schedule these operations to occur automatically.</td>
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<td>18.</td>
<td>The system must provide for automated file transfers and minimize manual maintenance activities.</td>
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<tr>
<td>19.</td>
<td>System must allow a wide range of user access controls with varying degrees of security from read-only access to edit capability; provide a detailed audit record for all transactions executed by any user, and track all updates.</td>
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<tr>
<td>20.</td>
<td>System must allow the administrator the capability of assigning a password hierarchy, including determining who enters the system, and what parts of the system they can access. (Activities such as administrator functions, void, ticket, add/edit, searching, generating reports, and communicating with handhelds must be password protected and firewall protected.)</td>
<td>M</td>
<td></td>
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<tr>
<td>21.</td>
<td>System must have the ability to maintain and manage its local, built-in databases and to communicate and interact with third-party databases.</td>
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<td>22.</td>
<td>System must support a test environment separate from the production environment.</td>
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<tr>
<td>23.</td>
<td>System must have security to prevent unauthorized users from accessing any data. (See Attachment 3.)</td>
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<tr>
<td>24.</td>
<td>All voided tickets must have audit trail to view and print from hosted system.</td>
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<tr>
<td>25.</td>
<td>At the end of the shift, automatic compilation of Daily Duty Report from logs and reports of daily activities must include computation of totals such as:</td>
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<tr>
<td></td>
<td>Total number of Parking Tickets printed but not served;</td>
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<tr>
<td></td>
<td>Total number of Parking Tickets served;</td>
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</tbody>
</table>
## Handheld Ticket Hardware Unit and Software Features

<table>
<thead>
<tr>
<th>Row No</th>
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<th>Priority</th>
<th>Response</th>
<th>Comments/ Cost of Customization</th>
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</thead>
<tbody>
<tr>
<td>26.</td>
<td>The Respondent must provide the original equipment manufacturer’s name and model identification and list all other accessories and appurtenances, consumable supplies, etc., available.</td>
<td>M</td>
<td></td>
<td>Manufacturer:</td>
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<td></td>
<td></td>
<td>Model:</td>
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<tr>
<td>27.</td>
<td>Replacements for all hardware component parts, or their equivalents, must be available for seven years from the date of signature of any resulting contract.</td>
<td>M</td>
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<td>28.</td>
<td>The weight of the HHC must be no more than 2-lbs including one battery pack or set of batteries required to power the system.</td>
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<td>29.</td>
<td>It must be possible for the average person to hold the system unit easily in one hand.</td>
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<td>30.</td>
<td>The system must have a vertical orientation i.e., when held in the hand; the width of the system must be between the thumb and the fingers.</td>
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<td>31.</td>
<td>There must not be a hinged lid that must be opened prior to use.</td>
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<tr>
<td>32.</td>
<td>The HHC must be ergonomically correct for carriage and operation by left or right-handed personnel and must include a carrying strap or other device to minimize grip fatigue. Both a one-shoulder and one-hand strap must be included in your proposal.</td>
<td>M</td>
<td></td>
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<tr>
<td>33.</td>
<td>The Respondent must specify the tolerances for operating under extreme temperature and humidity ranges. This device will be used both indoors and outdoors in all regions and in all four seasons. A broad temperature and humidity operating and storage range is required.</td>
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<td>34.</td>
<td>The HHC must be sealed to keep out water, dust, and humidity.</td>
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<td>35.</td>
<td>The HHC must be drop-tested resistant to damage from up to 6-feet onto a hard surface, without breakage, loss of data, or loss of data integrity.</td>
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<td>36.</td>
<td>The HHC must meet or exceed all applicable specifications listed below. The HHCs must have no noticeable performance deterioration after the tests as before the tests. The tests must pass current applicable <strong>MIL-STD-810</strong> and</td>
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<td>38.</td>
<td>The HHC must have a touch screen AND full alphanumeric QWERTY keypad (real or virtual) that allows navigation to next fields and next screens via the use of the touch screen or keypad.</td>
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<td>39.</td>
<td>The HHC must operate with the latest available versions of the applicable operating system.</td>
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<td>40.</td>
<td>The HHC must be able to receive and transmit data via a wireless network.</td>
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<tr>
<td>41.</td>
<td>HHC Units must be password protected and all data stored on the HHC must be encrypted.</td>
<td>M</td>
<td></td>
<td>Describe security functions and disabling methods (e.g., in the event of a lost or stolen HHC).</td>
</tr>
<tr>
<td>42.</td>
<td>Software must allow for the capture of broken meter information as well as generate a file of broken meter data.</td>
<td>M</td>
<td></td>
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<tr>
<td>43.</td>
<td>The HHC software must require certain data fields to become populated and thereby provide an “error” alert prompt and prohibit citation issuance until all required data is entered.</td>
<td>M</td>
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<tr>
<td>44.</td>
<td>The HHC must produce an audible signal such as a “beep” as well as a visual indicator to alert the PEA and notification (e.g., text message, email, low battery, low memory, etc.; notifications from other parties as determined by the City of Chicago (e.g., dispatch, OEMC, etc.)</td>
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<td></td>
<td>indicating special conditions such as a match or mismatch of a license plate (whether manually entered or captured via LPR) to data in a City of Chicago and/or third-party database.</td>
<td></td>
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<tr>
<td>45.</td>
<td>All data uploaded to the HHC must be in configurable tables (violation code, violation description, fine amount street names, etc.)</td>
<td>M</td>
<td></td>
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<tr>
<td>46.</td>
<td>Parking enforcement staff must be able to restart/reboot the HHC which will automatically load the operating system and then automatically startup the parking enforcement program. This must take less than 1 minute.</td>
<td>M</td>
<td></td>
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<tr>
<td>47.</td>
<td>The HHC system date and time must be updated automatically, and must be synchronized with the date and time of the Host System.</td>
<td>M</td>
<td></td>
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<tr>
<td>48.</td>
<td>The parking enforcement staff must NOT be capable of setting or changing the HHC system time, date, citation numbers or citation ranges. Changing the system time and date on the HHC itself must only be performed through a system administrator username and password. The HHC must only be used for ticket issuance or other City applications that are loaded, and must strictly prohibit any other functions (i.e. games, web browsing, etc.)</td>
<td>M</td>
<td></td>
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<td>49.</td>
<td>HHC application software must incorporate a user login. The user will be required to issue a valid username / badge number and password to gain access to application screens.</td>
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<td></td>
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<td>50.</td>
<td>Each individual PEA will have his/her own user-defined username and password.</td>
<td>M</td>
<td></td>
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<tr>
<td>51.</td>
<td>The number of screens required to issue a ticket should be 4 or less. This makes it easy to perform a quick review and eliminates the need for a separate review screen.</td>
<td>P</td>
<td></td>
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<tr>
<td>52.</td>
<td>It is preferable that application fields be organized by type – i.e. [] Vehicle – plate/makes/color/etc. [] Violation – category/viol/signs [] Location – Street/block/side/etc.</td>
<td>P</td>
<td></td>
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<tr>
<td>53.</td>
<td>The user should not have to exit the main ticket screen to access other application screens. Migration between screens</td>
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<td>Row No</td>
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<td>Priority</td>
<td>Response</td>
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<td>54.</td>
<td>Data entry must be <em>quick</em> and easy to input without having to memorize any codes.</td>
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<tr>
<td>55.</td>
<td>Basic information must be automatically generated by or stored in the HHC database without intervention by the officer. This should include, but is not limited to:</td>
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<tr>
<td></td>
<td>- Unique ticket number</td>
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<td></td>
<td>- Issue date</td>
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<td></td>
<td>- Issue time</td>
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<tr>
<td></td>
<td>- Issuing PEA’s username</td>
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<td></td>
<td>- Officer’s signature</td>
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<tr>
<td></td>
<td>- Violation amount</td>
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<tr>
<td>56.</td>
<td>Additional information will be entered into the system by the issuing PEA via the ticket screens. This includes, but is not limited to:</td>
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<td></td>
<td>- State</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- License number</td>
<td></td>
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<tr>
<td></td>
<td>- License Plate Expiration</td>
<td></td>
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<tr>
<td></td>
<td>- License Plate Type</td>
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<tr>
<td></td>
<td>- VIN#</td>
<td></td>
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<tr>
<td></td>
<td>- Vehicle make, (color)</td>
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<tr>
<td></td>
<td>- Parking meter number</td>
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<tr>
<td></td>
<td>- Location</td>
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<tr>
<td></td>
<td>- Violation category</td>
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<td></td>
<td>- Violation type</td>
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<tr>
<td></td>
<td>- Ticket type</td>
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<tr>
<td></td>
<td>- Payable violation</td>
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<tr>
<td></td>
<td>- Voided ticket</td>
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<tr>
<td>57.</td>
<td>Each ticket issued needs to be accounted for. Therefore, a single range of unique ticket numbers on each HHC should be applied to each subsequent ticket whether it be a</td>
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<td></td>
<td>- Normal parking ticket</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Voided ticket</td>
<td></td>
<td></td>
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<tr>
<td>58.</td>
<td>The PEA must have the choice of inputting the data by (this is subject to type of HHC) at this time City prefers an HHC with:</td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>- Drop-down lists</td>
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<tr>
<td></td>
<td>- Full alphanumeric QWERTY keypad</td>
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<td></td>
<td>- Pop-up virtual QWERTY keypad</td>
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<tr>
<td>59.</td>
<td>Software will provide alphanumeric autocomplete searches through drop-down lists. Ex. Entering the 1st character of the “Street name” will position the cursor on the first street beginning with that character. “F”-/Fairfield/Foster/etc… The same will apply to all drop-down lists. This is helpful where lists are large.</td>
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<td>M</td>
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<tr>
<td>60.</td>
<td>Three levels of password protected user logins are required: 1 for PEA 1 for an administrator with ability to configure device 1 Super user</td>
<td></td>
<td>M</td>
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</tr>
<tr>
<td>61.</td>
<td>Infractions must be broken down in separate fields on 1 screen: 1) Category of infraction 2) Specific infraction within the respective category. 3) Posted sign in respect to the infraction.</td>
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<td>M</td>
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<tr>
<td></td>
<td>Example- Category “Street Cleaning”, Violation “No Parking”. Sign “Mon/Wed/Fri 9am – 4pm” Each subsequent list is dependent on the previous field value. In this case the only values listed for “Violation” will be for Street Cleaning. The only signs listed will be for “No Parking”. This serves to make lists smaller and more manageable for the PEA.</td>
<td></td>
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<tr>
<td>62.</td>
<td>Use of intelligent, contextual defaults where appropriate Ex. The following fields should retain their values for the next ticket issued: Street/Location Infraction (but can easily be cleared).</td>
<td></td>
<td>M</td>
<td></td>
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<tr>
<td>63.</td>
<td>Where plate number is not available, provide alphanumeric fields for (VIN # and Temporary Tag, Other) information making one of these a required field to continue.</td>
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<td>P</td>
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<tr>
<td>64.</td>
<td>Provide one or more areas for recording comments or PEA notes.</td>
<td></td>
<td>M</td>
<td>Indicate field character limitation.</td>
</tr>
<tr>
<td>65.</td>
<td>A drop-down list of commonly used comments is required to minimize keystrokes.</td>
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<td>M</td>
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<tr>
<td>66.</td>
<td>A timing function for “electronic chalking” is required and should be</td>
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<td>Row No</td>
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<td>67.</td>
<td>accessible from the main ticketing screen.</td>
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<tr>
<td>68.</td>
<td>Officer should not be required to exit ticketing screen to access timing function. It is preferred that buttons on the main ticketing screen will bring the PEA to other available screens such as: [ ] Main menu [ ] Timing/chalking screens [ ] Broken Meter Reporting</td>
<td>O</td>
<td></td>
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<tr>
<td>69.</td>
<td>Once vehicle is recorded as a timed vehicle, the PEA should be able to view timed vehicles in a list sorted by street or by other value as required by City.</td>
<td>M</td>
<td></td>
<td></td>
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<tr>
<td>70.</td>
<td>In addition to viewing vehicles on a list, the HHC will alert PEA when a timed vehicle has exceeded a predetermined maximum stay period (e.g., after one hour) if that vehicle’s plate is captured again via manual data entry or LPR or other technology available (e.g., GPS, RFID).</td>
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<tr>
<td>71.</td>
<td>Entry of an already timed vehicle will cause an alert and automatically pop up a window displaying the plate #, location, and time stamp of the original timed entry. This window will offer the PEA choices to: - Issue a citation - Re-time the vehicle with new time stamp and/or new location. Re-timing should have an audit trail if the location of the vehicle has changed within the location fields of the software.</td>
<td>P</td>
<td></td>
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<tr>
<td>72.</td>
<td>The HHC software must highlight those timed vehicles whose time has expired. Ex. The entry on the timing pickup list will be bolded clearly indicating the timed vehicles in violation.</td>
<td>P</td>
<td></td>
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</tr>
<tr>
<td>73.</td>
<td>The HHC software must block the PEA from issuing a Timing Ticket if the time for the vehicle has not yet expired.</td>
<td>P</td>
<td></td>
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<tr>
<td>74.</td>
<td>HHC must provide the PEA with a list of all issued tickets and voided tickets.</td>
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<td>75.</td>
<td>A ticket status such as “V” for voided tickets must be indicated on the list.</td>
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<tr>
<td>76.</td>
<td>Officer must be prompted to confirm he/she is ready to print prior to printing.</td>
<td>M</td>
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<td>77.</td>
<td>At each login, the PEA will be prompted to print a daily system test ticket. The test ticket will display: [ ] Current date and time [ ] The username and / or badge number.</td>
<td>M</td>
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<tr>
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<tr>
<td>77.</td>
<td>Print violation ticket in the form prescribed by the City.</td>
<td>M</td>
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<tr>
<td>78.</td>
<td>HHC must provide the ability to reprint any ticket.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>79.</td>
<td>Capability to print Barcode on the printed ticket for payment processing functions.</td>
<td>M</td>
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<td>80.</td>
<td>Capability to print and configure variable Quick Response (QR) codes on violations. The QR Codes will tie to the ticket number. Static QR codes are not acceptable.</td>
<td>M</td>
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<tr>
<td>81.</td>
<td>Ability to record that a Parking Ticket was printed but not served. Ex.: the vehicle owner/driver shows up and drives away before ticket is printed and placed on the vehicle.</td>
<td>M</td>
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<tr>
<td>82.</td>
<td>HHC software/hardware must allow for multiple photos for each citation.</td>
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<tr>
<td>83.</td>
<td>Camera must have a flash.</td>
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<tr>
<td>84.</td>
<td>Camera must take clear color pictures in various types of lighting</td>
<td>M</td>
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<tr>
<td>85.</td>
<td>Respondent must include cameras specs with proposal</td>
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<tr>
<td>86.</td>
<td>Photos must be able to be sent wirelessly in order to free up memory for more photos. Respondent must describe number of photos that can be kept in unit until the HHC would be incapable of holding more photos.</td>
<td>P</td>
<td></td>
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<tr>
<td>87.</td>
<td>Please state the size, type, and cost of paper and an average number of normal tickets an HHC can print.</td>
<td>M</td>
<td></td>
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<tr>
<td>88.</td>
<td>The ticket number must print on the ticket in a scanable format.</td>
<td>M</td>
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<tr>
<td>89.</td>
<td>Ticket form must print in accordance with City of Chicago specifications. (See Attachment 4)</td>
<td>M</td>
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</tr>
<tr>
<td>90.</td>
<td>Paper on which ticket is printed must be ticket stock that is able to withstand extreme weather conditions without damage or loss of information or legibility. The printed ticket images must be waterproof, UV-light fade-proof, heat, and freeze resistant.</td>
<td>M</td>
<td></td>
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<tr>
<td>91.</td>
<td>A printer malfunction must not affect the integrity of electronic data stored in the HHC.</td>
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<td>Row No</td>
<td>System Requirements</td>
<td>Priority</td>
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<td>92.</td>
<td>The HHC must include a backlit (or sidelight) integrated display, integrated or virtual keypad, internal battery or batteries and input/output ports including a USB port.</td>
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<td>M</td>
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<tr>
<td>93.</td>
<td>Battery pack of HHC must be able to provide power for a minimum of eight (8) hours <strong>continuous heavy usage</strong> (in a test environment of continuous ticket writing for 8-hours and printing after each written ticket) without changing or recharging batteries for full operation including read/write access and full screen operation, before recharging. The HHC must be able do this and also search databases wirelessly and take, store and send photos.</td>
<td>M</td>
<td></td>
<td>Describe in terms of voltage depletion and battery consumption rates, the effect various features (e.g., LPR; RFID; GPS; photos) will have when loaded into the HHC and used by the PEA during an 8-hour shift.</td>
</tr>
<tr>
<td>94.</td>
<td>Battery pack of HHC must be able to provide power for a minimum of 2-days (in a test environment including intermittent ticket writing and printing use as well as stand-by times of rest).</td>
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<td>M</td>
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<td>95.</td>
<td>The HHC must be battery-powered with the maximum industry standard memory capability and include two sets of rechargeable batteries or battery pack (one for use; one in charger).</td>
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<tr>
<td>96.</td>
<td>The HHC must contain an internal trickle battery charger that operates when the computer is connected to an AC power source.</td>
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<tr>
<td>97.</td>
<td>A detachable AC adapter must be included. The adapter must operate from a standard 110/115 volt 60 Hz power source. It must be capable of running the HHC indefinitely, even if the batteries are discharged, damaged or missing. All power connections into the HHC must be resistant to damage caused by connecting and disconnecting the adapter.</td>
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<td>M</td>
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<tr>
<td>98.</td>
<td>The HHC must automatically turn off when not in use for a designated period of time. The system must contain an intrinsic power management system independent to the application software.</td>
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<tr>
<td>99.</td>
<td>The HHC must have a rechargeable back-up lithium-manganese battery (or better) capable of providing power to retain stored data if the primary batteries are damaged, discharged, or missing.</td>
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<td>M</td>
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<tr>
<td>100.</td>
<td>Battery pack must be rechargeable.</td>
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<td>Row No</td>
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<tr>
<td>101.</td>
<td>It is preferred that the batteries be Lithium-ion type, or better.</td>
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<tr>
<td>102.</td>
<td>Battery pack must be easily replaceable by the user.</td>
<td>M</td>
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<tr>
<td>103.</td>
<td>Battery pack must be rechargeable in three hours maximum using the internal battery charger, using AC power.</td>
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<tr>
<td>104.</td>
<td>An integrated charge status and low battery indicator must be available.</td>
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<tr>
<td>105.</td>
<td>The battery pack must be rechargeable through an external charger to the HHC.</td>
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<tr>
<td>106.</td>
<td>An external charging communications cradle used to charge the batteries while they are in the HHC, must be included.</td>
<td>M</td>
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<tr>
<td>107.</td>
<td>The HHC must be supplied with two sets of batteries/battery pack. The cost of additional batteries or battery packs must be proposed.</td>
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<tr>
<td>108.</td>
<td>The Respondent must state what technologies, if any, are provided to extend battery life during operation of the system.</td>
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<tr>
<td>109.</td>
<td>A battery backed-up clock and calendar is required.</td>
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<tr>
<td>110.</td>
<td>This battery may be rechargeable and must be replaceable.</td>
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<tr>
<td>111.</td>
<td>Capability of calibrating the touch screen in the field without having to return for service.</td>
<td>M</td>
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<tr>
<td>112.</td>
<td>If the physical screen is smaller than virtual screen of data to be displayed, there must be a means of scrolling the data to view the entire screen. It is preferred that the application software screens fit the actual screen size without compromising the character sizes making them too small.</td>
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<tr>
<td>113.</td>
<td>The following documentation must be provided for review: Technical reference manual, which describes in detail all of the hardware. The manual must include a general description of major components of the system. The technical manuals must be published by the original equipment manufacturer. Any third-party components must also be documented to the same level of detail and included as appendices in the technical manual. The manual must be available in English. An operator/user manual in English which consists of at least the following: a) User and reference material for each hardware option. b) Documentation for power and environmental requirements. c) Reference manuals for diagnostics and power-on self-test. d) Complete installation instructions and configuration description. e) Complete preparation and packaging instructions for shipping and transport.</td>
<td>M</td>
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<tr>
<td>114.</td>
<td>The system processor must function at a high rate of speed. Respondent must indicate the proposed processor speed.</td>
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<tr>
<td>115.</td>
<td>The microprocessor included in the system and its speed must be specified.</td>
<td>M</td>
<td></td>
<td>Microprocessor: Speed: Memory:</td>
</tr>
<tr>
<td>116.</td>
<td>The proposal must include the following: The BIOS offered, manufacturer's name and model identification; The BIOS version and date.</td>
<td>M</td>
<td></td>
<td>Manufacturer: Model: BIOS Version: BIOS Date:</td>
</tr>
<tr>
<td>117.</td>
<td>The ROM/BIOS must be such as to allow the BIOS to be upgraded at the user's location, if necessary (preferably using Flash BIOS technology).</td>
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<td>118.</td>
<td>A Flash Bios Editor, or equivalent, must be available for flexible programming capabilities (e.g., offering larger selection of fonts, options for customized applications with specific programming of the keypad)</td>
<td>M</td>
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<tr>
<td>119.</td>
<td>Minimum 64MB DRAM memory expandable to 8 Gigs for system memory and object storage.</td>
<td>M</td>
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<tr>
<td>120.</td>
<td>Additional memory available</td>
<td>O</td>
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<tr>
<td>121.</td>
<td>The Respondent must specify the maximum installable RAM that can be accommodated by the system and state how memory expansion is accomplished.</td>
<td>M</td>
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<tr>
<td>122.</td>
<td>All memory upgrades or their equivalents must be available for at least 3 years after the date of signing of any resulting contract.</td>
<td>M</td>
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<tr>
<td>123.</td>
<td>Proposed HHC will be evaluated for keypad operability quality. They are of substantial importance to the usability of the product. In particular, keyboards must have a clean and consistent touch to all the keys that will encourage efficient navigation within the application.</td>
<td>M</td>
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<td>124.</td>
<td>The keyboard included within the system must be totally PC compatible and have the following characteristics: The following keys are required: Alphanumeric characters &quot;A&quot; through &quot;Z&quot; and &quot;O&quot; through &quot;9&quot;; An independent numeric QWERTY keypad;</td>
<td>M</td>
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<tr>
<td>125.</td>
<td>Cursor control all directions located on the same keypad special characters optional:</td>
<td></td>
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<tr>
<td>126.</td>
<td>An operator with a normal-sized hand must be able to use all keys without unintentionally hitting any other key even when working with gloves in cold weather.</td>
<td>M</td>
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<tr>
<td>127.</td>
<td>Backlit keyboard must be available if the keyboard is not a virtual keypad.</td>
<td>O</td>
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<tr>
<td>128.</td>
<td>The keypad must offer direct access to function keys.</td>
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<td>129.</td>
<td>There must be at least one USB port.</td>
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<td>130.</td>
<td>The serial port must support an external modem.</td>
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<td>131.</td>
<td>The PCMCIA slot, or equivalent, must be user accessible through an environmentally sealed compartment.</td>
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<tr>
<td>132.</td>
<td>The HHC may have RFID tag-reader technology that could be used in a meter application to read a meter pole or meter ID. This could be used for meter address identification when writing citations or performing meter maintenance. (As previously stated the HHC must allow for the installation and use of other City applications such as a City-provided RFID tag, installed on its parking meters.)</td>
<td></td>
<td>O</td>
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<tr>
<td>133.</td>
<td>The display must: have a non-glare screen and a protection against scratches.</td>
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<td>134.</td>
<td>The screen must be flicker free and have an automatic contrast temperature compensation system.</td>
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<tr>
<td>135.</td>
<td>Proposed equipment will be evaluated for display quality. They are of substantial importance to the usability of the product. In particular, displays must provide crisp characters that are easy to read. Display must not reflect glare from overhead lighting or other light sources. The display must be non-fatiguing so that it can be used for an extended period of time without eye discomfort to the operator.</td>
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<td>M</td>
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<tr>
<td>136.</td>
<td>HHC must be able to communicate with multiple databases, including third-party databases efficiently, wirelessly, real-time and simultaneously.</td>
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<tr>
<td>137.</td>
<td>The system must have a screen saver/power saver feature that automatically blanks the screen after a configurable period of idle time.</td>
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<td>138.</td>
<td>It must be possible to automatically begin transmission of data without operator intervention when the system is operating with the AC adapter.</td>
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<td>139.</td>
<td>The Respondent’s maintenance agreement must provide the following services: Intercepted on labor and materials, at the Respondent’s maintenance depot</td>
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<tr>
<td>140.</td>
<td>Turn-around time of 48-hours for replacement equipment if repair is longer than 24-hours. Vendor must provide a 10% inventory to be used for hot-stick-swap-out.</td>
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<tr>
<td>141.</td>
<td>Vendor-paid freight both ways from the maintenance depot using a nationally recognized 1- or 2-day service such as FedEx or UPS.</td>
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<td>142.</td>
<td>A 1-800 24-hour telephone support, 7-days a week, must be available for technical assistance.</td>
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<td>143.</td>
<td>Maximum response time of 2-hours for support calls placed. (Describe “response”.)</td>
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<td>144.</td>
<td>Free software upgrades during and in between any maintenance agreements and initial warranty.</td>
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<tr>
<td>145.</td>
<td>The Respondent shall be responsible for the installation and implementation of the system.</td>
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<tr>
<td>146.</td>
<td>The proposed hardware and software must carry an initial 2-year warranty that begins after the entire system is set-up, tested, approved, and running.</td>
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<td>147.</td>
<td>The Respondent is responsible for thoroughly training all personnel designated by the City in any and all aspects of the HHC device and its features. A timeline should be proposed.</td>
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<td>148.</td>
<td>The Respondent must supply documentation for all procedures.</td>
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<td>149.</td>
<td>The Respondent must provide additional on-site technical assistance during implementation, as required by the City, at no additional cost.</td>
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<tr>
<td>150.</td>
<td>There must be a feature that verifies that all data resident in an HHC has been accounted for and successfully uploaded from the HHC to the receiving system.</td>
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<tr>
<td>151.</td>
<td>Provide maintenance software that</td>
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<td>tracks all HHC and system outages and repair activity.</td>
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<td>152.</td>
<td>The Respondent must be able to guarantee data security and integrity on the HHC and Host System. (see Attachment 3.)</td>
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ATTACHMENT 2

CITY HARDWARE AND SOFTWARE STANDARDS OVERVIEW

(CURRENT STANDARDS – Wireless Networking)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Standard</th>
<th>City Requirements</th>
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<tbody>
<tr>
<td>Wireless Local Area Network (WLAN). Available in all 79 Chicago Public Libraries and other City locations (see <a href="http://www.cityofchicago.org/publicwifi">www.cityofchicago.org/publicwifi</a>)</td>
<td>IEEE 802.11b/g, 2.4GHz ISM</td>
<td>Secure connection with Wi-Fi Protected Access (WPA) that uses Temporal Key Integrity Protocol (TKIP) for data encryption or WPA2 uses the Advanced Encryption Standard (AES) for data encryption.</td>
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<tr>
<td>Wireless Wide Area Network (WWAN). Available in all Chicagoland area</td>
<td>CDMA2000, High Rate Packet Data Air Interface also known as 1xEV-DO, Evolution, Data Only</td>
<td>Secure connection with City approved Contractor, Verizon Wireless.</td>
</tr>
</tbody>
</table>

GUIDELINES FOR SELECTING HANDHELD DEVICES: Rugged devices may be required depending on the environment that the handheld will be used in. Handheld applications can be developed using one of three models: 1) run completely on the handheld (completely disconnected), 2) run on the handheld but exchange data with a backend system either wirelessly or by synchronizing (occasionally connected) or 3) run on the handheld or through a browser and require a full time connection to the backend system (fully connected). It is strongly encouraged that all developed systems use the occasionally connected model due to the limitations of wireless technology.
ATTACHMENT 3

DATA POLICY/DATA WITH CONTRACTOR

“Breach” means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

“Protected Information” means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.

1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.

1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals,” available on the United States Department of Health and Human Services (HHS) website (http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or
800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.

1.4. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at http://www.cityofchicago.org/city/en/depts/doit/supp_info/initiatives_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

1.5. Undertaking by Contractor. Without limiting Contractor’s obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor’s information security program be less stringent than the information security safeguards used by the City Program.

1.6. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor’s information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor’s information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago’s designee regarding Contractor’s information security program.

1.7. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor’s sole expense.

1.8. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.

1.9. Demonstrate Compliance – PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City’s request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City’s request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

1.10. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the “Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals.”
1.11. **Data Confidentiality.** Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor’s custody.

1.12. **Compliance with All Laws and Regulations.** Contractor agrees that it will comply with all laws and regulations.

**Limitation of Access.** Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee’s states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors’ compliance with such obligations.

1.13. **Data Re-Use.** Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.

1.14. **Safekeeping and Security.** Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor’s employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.

1.15. **Mandatory Disclosure of Protected Information.** If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

1.16. **Data Breach.** Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor’s contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
1.17. **Data Sanitization and Safe Disposal.** All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.

1.18. **End of Agreement Data Handling.** The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

END OF SECTION
ATTACHMENT 4

SAMPLE PRINTED TICKET AND ENVELOPE IMAGES
City of Chicago
VIOLATION NOTICE

TO: Registered Owner or Lessee of vehicle described below. Make check or money order payable to the City of Chicago. DO NOT SEND CASH. Return this Violation Notice in the orange envelope.

Issue No. 91844

Date WED 09/18/2013

Time 10:25AM

Officer

ID: 149

Agency FINANCE

Sub-Agency

EXCHANGE 6-2

Location 1244 N SCOTT - METER: 1002

Code: 096

CENTRAL BUSINESS DISTRICT EXPIRED METER

Due Now $65.00

License No. [redacted]

State IL

Ex: 12/13

Type PAS

Make CHEV

Model

I certify that the facts and, if applicable, images set forth above are true and correct.

Search & Pay for Tickets or Check Hearing Request Statuses @ cityofchicago.org/Finance

MAILING ADDRESS: City of Chicago, Department of Finance
P.O. Box 6029, Chicago, IL 60680-1260

DO NOT SEND CASH. DO NOT FOLD OR STAPLE THE VIOLATION NOTICE

Sample of Filled-in Redacted Ticket.
EXHIBIT 1
COMPUTER PROFILE INFORMATION

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

(1) Legal Name of Firm: _______________________________________________________

(2) Doing Business under Other Company Name?
   If yes, Name of Company: ___________________________________________________

(3) Headquarters Address: _____________________________________________________

(4) City, State, Zip Code: _____________________________________________________

(5) Web Site Address: _________________________________________________________

(6) Proposed Role:  □ Prime  □ Subcontractor/Subconsultant □ Joint Venture Partner
                    □ Supplier or □ Other: ______________________________________________

(7) Number of Years in Business: ______________________________________________

(8) Total Number of Employees: ______________________________________________

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

(10) Major Products and/or Services Offered:
     _________________________________________________________________
         ______________________________________________________________

(11) Other Products and/or Services:
     _________________________________________________________________
         ______________________________________________________________

(12) Briefly describe your firm’s strategy for providing service solutions for a client:
     _________________________________________________________________
         ______________________________________________________________

(13) Briefly describe your firm’s experience in Mobile Handhelds for Parking Citations - Hardware, Software, Service and Support Services for clients:
     _________________________________________________________________
         ______________________________________________________________
Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.

1. Client Name: _____________________________________________________________
2. Address: __________________________________________________________________
3. City, State, Zip Code: _____________________________________________________
4. Project Manager: __________________________________________________________
5. Telephone Number: __________________________________________________________________
6. E-mail: ____________________________________________________________________
7. Number of Employees in Client Organization: ________________________________
8. Project Scope of Services/Goals: _____________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
9. Contract Award Date: ___________ Completion Date: ________________
11. Describe how the client’s goals were met. Describe the Mobile Handhelds for Parking Citations - Hardware, Software, Service and Support offered and implemented. Attach additional pages, as necessary.
   __________________________________________________________________________
   __________________________________________________________________________
12. Discuss significant obstacles to providing the required services and how those obstacles were overcome:
   __________________________________________________________________________
   __________________________________________________________________________
13. Is the client still utilizing the Mobile Handhelds for Parking Citations Services?
   __________________________________________________________________________
   __________________________________________________________________________
14. What was the cost/financing structure of the contract?
   __________________________________________________________________________
   __________________________________________________________________________
EXHIBIT 3

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT
ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR MOBILE HANDHELDs FOR PARKING CITATIONS- HARDWARE, SOFTWARE SERVICE AND SUPPORT FOR THE CITY OF CHICAGO DEPARTMENT OF FINANCE, SPECIFICATION NO. 118791, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A "CERTIFICATE OF FILING" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

1. ONLINE EDS FILING

1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE

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

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

1.2. ONLINE EDS WEB LINK

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

1.3. ONLINE EDS NUMBER

UPON COMPLETION OF THE ONLINE EDS SUBMISSION PROCESS, THE RESPONDENT WILL BE PROVIDED AN EDS NUMBER. RESPONDENT SHOULD RECORD THIS NUMBER HERE:

EDS Number: __________________

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 4.2, Item 9, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Invitation number, if you were provided an invitation number.</td>
</tr>
<tr>
<td>2.</td>
<td>EDS document from previous years, if available.</td>
</tr>
</tbody>
</table>
3. Email address to correspond with the Online EDS system.

4. Company Information:
   a. Legal Name
   b. FEIN/SSN
   c. City of Chicago Vendor Number, if available.
   d. Address and phone number information that you would like to appear on your EDS documents.
   e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

1. Invitation number, if you were provided with an invitation number.
2. Site address that is specific to this EDS.
3. Contact that is responsible for this EDS.
4. EDS document from previous years, if available.
5. Ownership structure, and if applicable, owners’ company information:
   a. % of ownership
   b. Legal Name
   c. FEIN/SSN
   d. City of Chicago Vendor Number, if available.
   e. Address
6. List of directors, officers, titleholders, etc. (if applicable).
7. For partnerships/LLC/LLP/Joint ventures, etc.:
   a. List of controlling parties (if applicable).

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

8. Contract related information (if applicable):
   a. City of Chicago contract package
   b. Cover page of City of Chicago bid/solicitation package
c. If EDS is related to a mod, then cover page of your current contract with the City.

9. List of subcontractors and retained parties:
   a. Name
   b. Address
   c. Fees – Estimated or paid

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?
A: The web link for the Online EDS is https://webapps.cityofchicago.org/EDSWeb

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

Q: Why do I have to submit an EDS?
A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

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

Q: Who is the Disclosing Party?
A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?
A: “Entity’ or ‘Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?
A: “Person” means a human being.

Q: Who must submit an EDS?
A: An EDS must be submitted in any of the following three circumstances:
<table>
<thead>
<tr>
<th><strong>Applicants:</strong></th>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Entities holding an interest:</strong></td>
<td>Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.</td>
</tr>
<tr>
<td><strong>Controlling entities:</strong></td>
<td>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.</td>
</tr>
</tbody>
</table>

**Q:** What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

**Q:** I forgot my user ID. Can I register again?
A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

**Q:** Will my information be secure?

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

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

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

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

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

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

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

**Q:** Can I save a partially complete EDS?

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

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

**A:** No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

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

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

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader
• Your web browser is set to permit running of JavaScript.

• Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.

• Your monitor resolution is set to a minimum of 1024 x 768.

• While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at http://get.adobe.com/flashplayer

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

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 118791 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) ________________, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: ________________________________

(Print or Type)

AUTHORIZED OFFICER SIGNATURE: ________________________________

TITLE OF SIGNATORY: ________________________________

(Print or Type)

BUSINESS ADDRESS: ________________________________

(Print or Type)

State of ______________________  (Affix Corporate Seal)

County of _____________________

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

Notary Public Signature: ___________________________  (Seal)
EXHIBIT 4

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE
EXHIBIT 4 – INSURANCE REQUIREMENTS

Department Finance
Mobile Handheld for Parking Citations
Hardware, Software Services and Support

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 (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subcontractors performing work or Services for the 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 work 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 work or Services for the Contractor must maintain limits of not less than $1,000,000 with the same terms herein.
4) **Error & Omissions/Professional Liability**

When any system technicians, system engineers, project/program managers/administrators, electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software design 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 professional Services for the Contractor must maintain limits of not less than $1,000,000 with the same terms herein.

5) **Valuable Papers**

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

6) **All Risk Property/Installation**

All Risk Property/Installation Insurance must be maintained by the Contractor at full replacement cost insuring loss or damage to City of Chicago property/equipment including Department of Finance Handheld Computer (HHC) computer hardware and software devices, materials, parts and supplies (until City acceptance) and during upgrade, maintenance or repairs to the Handheld Parking Citation Devices. Coverage is to include in transit and off site, testing, and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage City property at replacement cost during maintenance, modification, upgrades and/or repairs to the Mobile Handheld Parking Citation Devices while in the care, custody and control of Contractor.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, 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 806, 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 coverage 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-3) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverage. 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 stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor 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 coverage must be borne by Contractor.

The 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 coverage 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 coverage 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 coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.
EXHIBIT 5

COST PROPOSAL
## COST PROPOSAL

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Unit Purchase Price</th>
<th>Layered Unit of Measure (where applicable)</th>
<th>Unit of Measure</th>
<th>Lease Price (Where Applicable) Attach Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hosted System</strong></td>
<td>Data and Content Management per Scope</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Handhelds</strong></td>
<td>Mobile Handheld Unit Provide detailed breakdown description of what is included in price.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Chargers</strong></td>
<td>Battery Charger Unit (Provide a detailed breakdown of what is included in the unit price and provide alternate types of battery chargers (e.g., car charger; battery replacements; single unit battery charger versus multi-unit battery chargers; etc.)).</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Maintenance</strong></td>
<td>Mobile Handheld Hardware Maintenance</td>
<td>per Each</td>
<td>per Each</td>
<td>per Month</td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Battery Charger Maintenance</td>
<td>per Each</td>
<td>per Each</td>
<td>per Year</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Software (describe) Maintenance</td>
<td>per Each</td>
<td>per Each</td>
<td>per Year</td>
<td></td>
</tr>
<tr>
<td><strong>Wireless Rates</strong></td>
<td>Wireless access</td>
<td>per HHC</td>
<td>per Month</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wireless access</td>
<td>per HHC</td>
<td>per Year</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Initial activation of a Wireless HHC</td>
<td>per Each</td>
<td>Per Activation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Item Description</td>
<td>Unit Purchase Price</td>
<td>Layered Unit of Measure (where applicable)</td>
<td>Unit of Measure</td>
<td>Lease Price (Where Applicable)</td>
</tr>
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<tr>
<td></td>
<td>Re-activation of a Wireless HHC</td>
<td>per Each</td>
<td>Per Re-activation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optional Accessories</td>
<td>Software (specify)</td>
<td>per Each</td>
<td>User</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional memory</td>
<td></td>
<td>1GB</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Mobile Handheld cover case</td>
<td></td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Additional Camera megapixel upgrade</td>
<td>per Each</td>
<td>per additional megapixel</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RFID chip (describe type for installation into an object)</td>
<td></td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>RFID reader (describe)</td>
<td></td>
<td>Each</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Base Station Data Lines (for Internet connection, includes pulling of cable, if required)</td>
<td></td>
<td>per Base Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Direct-Connect Cable</td>
<td></td>
<td>Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATALOG(s)</td>
<td>Various Product Price Lists</td>
<td>Percentage Mark-up over Cost</td>
<td>As Per Price List</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CATALOG(s)</td>
<td>Various Product Price Lists</td>
<td>Percentage Discount from Mfg's Suggested List Price</td>
<td>As Per Price List</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td>Attach List of all other items/costs separately and additionally required and/or potential alternatives worthy of consideration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT 6

CITY OF CHICAGO SAMPLE PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF FINANCE

AND

________________________

MOBILE HANDHELDs FOR PARKING CITATIONS – HARDWARE, SOFTWARE, SERVICE AND SUPPORT

RAHM EMANUEL
MAYOR

JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER
1. INTRODUCTION
This Contract is entered into as of the _________ day of ____________, 20___ ("Effective Date") by and between ______________________________, a ______________ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of ___________________ ("City"), at Chicago, Illinois.

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

NOW, THEREFORE, the City and the Contractor Agree as Follows:

2. INCORPORATION OF EXHIBITS:
The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Time Limits for Performance
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance

3. STANDARD TERMS AND CONDITIONS
3.1.1. Definitions
"Addendum" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"Airports" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"Airside" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "Secured areas" generally mean outdoor Airside areas or areas not accessible to passengers.

"Attachments" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"Bid" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"Bidder" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"Bid Opening Date" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"Bid Documents" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"Business Day" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"Calendar Day" means all calendar days in accordance with the world-wide accepted calendar.
"Chief Procurement Officer" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"City" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"Commissioner" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"Contact Person" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"Contract" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

"Contractor" means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

"Department" which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

"Detailed Specifications" refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

"Holidays" refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

"MCC" is the abbreviation for the Municipal Code of Chicago.

"Party" or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

"Purchase Order" means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

"Services" refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

"Specification" means the Bid Documents, including but not limited to the Detailed Specifications.

"Subcontractor" means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

3.1.2. Interpretation of Contract

3.1.2.1. Order of Precedence

The order of precedence of the component contract parts will be as follows:
• Addenda, if any
• Detailed Specifications / Scope
• Plans or drawings, if any
• Special Conditions
• Supplemental Special Conditions, if any
• Insurance Requirements
• MBE/WBE/DBE Special Conditions, if any
• Standard Terms and Conditions
• Invitation to bid and proposal (bid) pages, if applicable

3.1.2.2. Interpretation and Rules
Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

3.1.2.3. Severability
The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

3.1.2.4. Entire Contract
The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

3.1.3. Subcontracting and Assignment
3.1.3.1. No Assignment of Contract
Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO’s discretion.

3.1.3.2. Subcontracts
No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City’s website: http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a
previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval
The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

3.1.3.4. City’s Right to Assign
The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

3.1.3.5. Assigns
All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

3.1.4. Contract Governance
3.1.4.1. Governing Law and Jurisdiction
This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal 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 Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

3.1.4.2. Consent to Service of Process
The Contractor agrees that service of process on the 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 Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

3.1.4.3. Cooperation by Parties and between Contractors
The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to
ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

3.1.4.4. No Third Party Beneficiaries
The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

3.1.4.5. Independent Contractor
This Contract 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 Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

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

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

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.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

3.1.4.6. Authority
Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

3.1.4.7. Joint and Several Liability
In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

3.1.4.8. Notices
All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents’ proposal page.

3.1.4.9. Amendments
Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

3.1.4.10. No Waiver of Legal Rights
Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor’s performance in any respect or waives a requirement or condition to either the City’s or the Contractor’s performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

3.1.4.11. Non-appropriation of Funds
Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

3.1.4.12. Participation By Other Government Agencies
Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago’s CPO, and (c) 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 Departments.
Examples of such Local Government Agencies are: the Chicago 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 will 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.

3.1.5. Confidentiality
All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract 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 contained in this Contract.

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 Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

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 Contract, Contractor must immediately give notice to the Commissioner, CPO 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 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 the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

3.1.6. Indemnity
Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractor's covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary 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, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

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 Contract. 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.
To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under 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 or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

3.1.7. 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 this Contract or because of the City's execution, attempted execution or any breach of this Contract.

3.1.8. Contract Extension Option
The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

3.2. Compensation Provisions
3.2.1. Ordering, Invoices, and Payment

3.2.1.1. Purchase Orders
Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

3.2.1.2. Invoices
If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.
3.2.1.3. Centralized Invoice Processing

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

Invoices for any City department other than the Department of Aviation:

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

Invoices for the Department of Aviation:

Chicago Department of Aviation
10510 W. Zemke Blvd.
P. O. Box 66142
Chicago, IL 60666
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: invoices@cityofchicago.org with the word "INVOICE" in the subject line.

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

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

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

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

3.2.1.4. Payment

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.
Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:
The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

3.2.1.5. Electronic Ordering and Invoices
The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will 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 CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO 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.

3.2.1.6. City Right to Offset
The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, 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.

3.2.1.7. Records
Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for at least five (5) years after the expiration or termination of the Contract.

3.2.1.8. Audits
3.2.1.8.1. City's Right to Conduct Audits
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 Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

3.2.1.8.2. Recovery for Over-Billing
If, as a result of such an 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, depending on the facts, also some or all of the cost of the audit, as follows:
If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract 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;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract 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 the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.2.2. Subcontractor Payment Reports
The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: https://chicago.mwdbe.com

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

3.2.3. Prompt Payment to Subcontractors
3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts
Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor’s participation and that of its Subcontractors on this Contract.

3.2.3.2. Payment to Subcontractors Within Fourteen Days
The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the
Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor’s work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

3.2.3.2.1. Reporting Failures to Promptly Pay

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 14 days after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at: http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, “False Statements,” and 1-22, “False Claims,” of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

3.2.3.2.2. Whistleblower Protection
Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

3.2.3.3. Liquidated Damages for Failure to Promptly Pay
Much of the City’s economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City’s Small Business Program.

3.2.3.4. Action by the City
Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment
within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

<table>
<thead>
<tr>
<th>Liquidated Damages</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Unexcused Report</td>
<td>$50</td>
</tr>
<tr>
<td>Second Unexcused Report</td>
<td>$100</td>
</tr>
<tr>
<td>Third Unexcused Report</td>
<td>$250</td>
</tr>
<tr>
<td>Fourth Unexcused Report</td>
<td>$500</td>
</tr>
</tbody>
</table>

3.2.3.5. **Direct Payment to Subcontractors By City**

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City’s best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City’s election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

3.2.4. **General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City’s remedies shall include a rebate to the City of any overpayments.

3.3. **Compliance With All Laws**

3.3.1. **General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.
Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

3.3.2. Non-Discrimination

3.3.2.1. Federal Affirmative Action

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.


3.3.2.2. Illinois Human Rights Act

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

3.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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 deems appropriate.

For purposes of this section only, the following definitions apply:

"Business Enterprises owned by People with Disabilities" or "BEPD" has the same meaning ascribed to it in MCC Sect. 2-92-586.
"Bid incentive" means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

"Construction project" has the same meaning ascribed to it in MCC Sect. 2-92-335.

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

"Contract base bid" means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

"Earned credit" means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

"Earned credit certificate" means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<table>
<thead>
<tr>
<th>% of total dollar contract amount performed by BEPD</th>
<th>Bid incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 to 5%</td>
<td>½% of the contract base bid</td>
</tr>
<tr>
<td>6 to 10%</td>
<td>1% of the contract base bid</td>
</tr>
<tr>
<td>11% or more</td>
<td>2% of the contract base bid</td>
</tr>
</tbody>
</table>

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor’s and Subcontractor’s records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The
Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

3.3.3. Wages

3.3.3.1. Living Wage Ordinance

MCC Sect. 2-92-610 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 MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the 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 The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2013 the Base Wage is $11.78. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) 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 (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, 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 work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the 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 above do not apply.

3.3.3.2. Prevailing Wage Rates

Unless this Contract is identified in the Bid Documents as federally funded, if this Contract calls for the construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering
services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

If this Contract is federally funded, the Contractor will ensure that it and its Subcontractors comply with the applicable provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations and pay such applicable prevailing wage rates. Please refer to: http://www.wdol.gov for wage rates and more information. Additional or more detailed requirements may be set forth in a subsequent section of this Contract (see Table of Contents).

As a condition of making payment to the Contractor, the City may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

3.3.3.3. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City’s website at: http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Agreement, and shall comply in all respects with the PLA.

3.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.
Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted 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) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

3.3.4.3. Federal Terrorist (No-Business) List

Contractor warrants and represents that neither Contractor nor an Affiliate, 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" means a person or entity which 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.

3.3.4.4. Inspector General and Legislative 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 or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

3.3.4.5. Governmental Ethics Ordinance 2-156
Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

3.3.5. Restrictions on Business Dealings
3.3.5.1. Conflicts of Interest
The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4
No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor’s Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.
Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor’s bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in 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 the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

- the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or
- the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

3.3.7. Other City Ordinances and Policies

3.3.7.1. False Statements

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580
This law promotes 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 MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will 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 III. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT 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 DOT.

3.3.7.3. Shakman Accord

A. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

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

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

D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate
with any inquiries by IGO Hiring Oversight or the Shakman Monitor’s Office related to the Contract.

3.3.8. Compliance with Environmental Laws and Related Matters

3.3.8.1. Definitions

For purposes of this section, the following definitions shall apply:

**Environmental Agency:** An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

**Environmental Claim:** An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.


**Law(s):** The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

**Routine:** As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release of any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

3.3.8.2. Joint Ventures

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

3.3.8.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

3.3.8.4. Costs

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

3.3.8.5. Proof of Noncompliance; Authority; Cure
Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor’s and/or Subcontractor’s history of compliance or noncompliance with the same or other Laws, Contractor’s and/or Subcontractor’s actions or inaction towards mitigating the noncompliance and its effects, and Contractor’s or Subcontractor’s actions or inaction towards preventing future noncompliance.

3.3.8.6. Copies of Notices and Reports; Related Matters
If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.7. Requests for Documents and Information
If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.8. Environmental Claims and Related Matters
Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department. Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

3.3.8.9. Preference for Recycled Materials
To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of

3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)
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;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor’s or any Subcontractor’s violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the 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 this Contract.

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

3.4. Contract Disputes
3.4.1. Procedure for Bringing Disputes to the Department
The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

A. The Claim is made in good faith;
B. The Claim’s supporting data are accurate and complete to the best of the person’s knowledge and belief;
C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written “final decision of the Commissioner” stating the Commissioner’s factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a “final decision of the Commissioner” within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.
3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor’s claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party’s failure to exercise good faith efforts or both parties’ inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at: http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

3.5. Events of Default and Termination

3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event 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 Contract including the following:

C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services

D. Failure to have and maintain all professional licenses required by law to perform the Services;

E. Failure to timely perform the Services;

F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

G. 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;

H. Discontinuance of the Services for reasons within Contractor’s reasonable control;

I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;

J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and

K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.

L. Contractor’s default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
M. Contractor’s repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.

N. Contractor’s use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

3.5.2. Cure or Default Notice
The occurrence of any event of default permits the City, at the City’s sole option, to declare Contractor in default.

The CPO 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 a Cure Notice is sent, the CPO may in his/her sole discretion give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor’s ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract.

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

3.5.3. Remedies
After giving a Default Notice, the City may invoke any or all of the following remedies:

A. 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 Contract for the Services that were assumed by the City as agent for Contractor.

B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City.

C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;

D. The right to seek money damages;

E. The right to withhold all or any part of Contractor’s compensation under this Contract;

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

3.5.4. Non-Exclusivity of Remedies
The remedies under the terms of this Contract 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.

3.5.5. City Reservation of Rights
If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to
terminate this Contract. 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
Contract, nor does the City waive or relinquish any of its rights.

3.5.6. Early Termination
The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City
to the Contractor. The effective date of termination will be the date the notice is received by the
Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to
activities pursuant to direction from the City. No costs incurred after the effective date of the termination
are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been
provided. The payment so made to the Contractor is in full settlement for all services, work or goods
satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation
determined by the City to be due Contractor, then the Contractor must initiate dispute settlement
procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the
Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the
termination is to be deemed to be an early termination pursuant to this Early Termination provision.

3.6. Department-specific Requirements
Contractor must comply with the relevant user Department’s specific requirements in the performance of this
Contract if applicable.

3.6.1. Department of Aviation Standard Requirements
For purposes of this section "Airport" refers to either Midway International Airport or O'Hare
International Airport, which are both owned and operated by the City of Chicago.

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

3.6.1.2. Aviation Security
This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as
amended, the provisions of which govern airport security and are incorporated by reference,
including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules.
and regulations promulgated under them. All employees providing services at the City’s airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration (“FAA”), the Under Secretary of the Transportation Security Administration (“TSA”), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

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

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

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

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

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

A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.

B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver’s License. All individuals operating a vehicle on
the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.

D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.

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

3.6.1.4. General Requirements Regarding Airport Operations

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

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

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

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

3.6.1.4.3. Safeguarding of Airport Property and Operations
The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all
items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

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

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

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

3.6.1.4.5. Parking Restrictions
Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

3.6.2. Emergency Management and Communications (OEMC) Security Requirements

3.6.2.1. Identification of Workers and Vehicles
All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

3.6.2.2. Access to Facilities
For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the
City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

3.6.2.3. Security Badges and Vehicle Permits

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.

B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C
facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.

C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator’s Driver License.

D. All required City stickers and State Vehicle Inspection stickers must be valid.

E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

3.6.2.4. Gates and Fences
Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director’s approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor’s expense until the damaged items are restored. Contractor must restored them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor’s expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.2.5. Hazardous or Illegal Materials
Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

3.6.3. Chicago Police Department Security Requirements
As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver’s license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or
deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.

B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

3.6.4. Department of Water Management ("DOWM") Security Requirements

3.6.4.1. Identification of Workers and Vehicles

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

3.6.4.2. Access to Facilities

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City’s and the Contractor’s performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

3.6.4.3. Security Badges and Vehicle Permits

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver’s license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site.
The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner’s request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.

B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.

C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator’s Driver License.

D. All required City stickers and State Vehicle Inspection stickers must be valid.

E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

3.6.4.4. Gates and Fences
Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner’s approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor’s expense until the damaged items are restored. Contractor must restored them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.
Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor’s expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

3.6.4.5. Hazardous or Illegal Materials
Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.
4. SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES CONTRACTS

4.1. Providing Services
The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor’s risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

If indicated in the Scope or Detailed Specifications, the Services will be determined on an as-needed basis and as described on a Task Order Services Request (“TOSR”) (which process is described in the Scope or Detailed Specifications). Only if the Contractor has successfully been awarded a Task Order will it then receive a Purchase Order (a.k.a. purchase order release, blanket order release, or sub-order) authorizing the Contractor to perform Services. Purchase Orders will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

4.2. Standard of Performance
Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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, if required by law. Contractor must provide the City 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 Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance 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 either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor’s Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

4.3. Deliverables
In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. “Deliverables” include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

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 Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing
standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure 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 Contract.

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 Contract and the City’s acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

4.4. Additional Services
Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

4.5. Timeliness of Performance
Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its 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.

4.6. 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 Contract 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 of this Contract.

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

4.7. Personnel

4.7.1. Adequate Staffing
Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

4.7.2. Key Personnel
In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must
not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor’s Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

4.7.3. Salaries and Wages
Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract 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 Contract 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 paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

4.8. Ownership of Documents
Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract 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 Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

4.9. Copyright Ownership and other Intellectual Property
Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City’s instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor’s direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the
legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

4.9.1. Patents
If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

4.9.2. Indemnity
Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnity under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

4.9.3. Limitation of Liability
Contractor will have no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Contractor pursuant to this Contract for any project or purpose other than the project or purpose for which they were prepared.

4.10. Suspension
The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 Calendar Days prior written notice to Contractor or in the event of emergency, upon informal, oral, or even no notice. 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 Contract upon written notice by the CPO and such equitable extension of time as may be mutually agreed upon by the CPO 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 of this Contract.
5. **SCOPE OF WORK AND DETAILED SPECIFICATIONS**

5.1. **Scope of Services**
This Contract is for _______________________________________________________.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

5.2. **List of Key Personnel**
Key Personnel are (or are listed in) ____________________________.

5.3. **Term of Performance**
This Agreement takes effect as of the Effective Date and continues, except as provided under the paragraph regarding "Contract Extension Option" or the section regarding "Events of Default and Termination" in the "Standard Terms and Conditions" above, until the later of (i) _______________, as that date may be extended pursuant to "Contract Extension Option," or (ii) completion of the final task assigned before the date, if and as extended, in (i).

5.4. **Payment**

5.4.1. **Basis of Payment**
The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

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

5.5. **Funding**
The source of funds for payments under this Contract is Fund number _______________. Payments under this Agreement must not exceed $____________ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.
6. INSURANCE REQUIREMENTS

The Contractor must provide and maintain for the life of this Contract and at Contractor’s own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

6.1. Insurance to be Provided

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

6.1.2. Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent with limits of not less than $,________ per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, 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.

Subcontractors performing work for the Contractor must maintain limits of not less than $________ with the same terms herein.

6.1.3. Automobile Liability (Primary and Umbrella)
When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the 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 work for the Contractor must maintain limits of not less than $________ with the same terms herein.

6.1.4. All Risk Property
The Contractor must maintain All Risk Commercial Property Insurance covering loss or damage at full replacement cost to any City of Chicago equipment, materials, parts, or supplies while in the care, custody, and control of the Contractor as part of the Contract. The Contractor is responsible for any damage to City property at replacement cost that results from this Contract.

6.2. Additional Requirements
The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract 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. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.
Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance must provide for sixty (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.

The Contractor agrees that insurers 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 Contract or by law.

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract 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 and each of its separate constituent entities as named insureds.

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

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

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.
7. ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)

7.1. Online EDS Filing Required Prior to Bid Opening
The Bidder must prepare an online EDS prior to the bid opening date.

A BIDDER THAT DOES NOT PREPARE AN ELECTRONIC EDS PRIOR TO THE BID OPENING WILL BE FOUND NON-RESPONSIVE AND ITS BID WILL BE REJECTED.

NOTE:

A. Filing an “EDS Information Update” does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
B. Filing an EDS in a hard copy or paper copy form does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
C. Filing an EDS for another matter (different bid, contract, etc.) does NOT satisfy the requirement to file an electronic EDS prior to bid opening.
D. When completing the online EDS, please choose the Department of Procurement Services as the City agency or department that is requesting the EDS.

7.2. Online EDS Web Link
The web link for the Online EDS is https://webapps.cityofchicago.org/EDSWeb

7.3. Online EDS Number
Upon completion of the online EDS submission process, the Bidder will be provided an EDS number. Bidders should provide this number here:

EDS Number: ________________________________

7.4. Online EDS Certification of Filing
Upon completion of the online submission process, the Bidder will be able to print a hard copy Certificate of Filing. The Bidder should submit the signed Certificate of Filing with its bid.

Please insert your Certification of Filing following this page.
A Bidder that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.
7.5. **Preparation Checklist for Registration**

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

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

7.6. **Preparation Checklist for EDS Submission**

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

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

1. Invitation number, if you were provided with an invitation number.
2. Site address that is specific to this EDS.
3. Contact that is responsible for this EDS.
4. EDS document from previous years, if available.
5. Ownership structure and if applicable, owners’ company information:
   - % of ownership
   - Legal Name
   - FEIN/SSN
   - City of Chicago Vendor Number, if available.
   - Address

6. List of directors, officers, titleholders, etc. (if applicable).
7. For partnerships/LLC/LLP/Joint ventures, etc.; List of controlling parties (if applicable).

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

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

7.7. EDS Frequently Asked Questions

Q: Where do I file?
A: The web link for the Online EDS is https://webapps.cityofchicago.org/EDSWeb

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

Q: Why do I have to submit an EDS?
A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

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

Q: Who is the Disclosing Party?
A: “Disclosing Party” means any entity or person submitting an EDS. This includes owners and parent companies.

Q: What is an entity or legal entity?
A: “Entity’ or ‘Legal Entity” means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

Q: What is a person for purposes of the EDS?
A: “Person” means a human being.

Q: Who must submit an EDS?
A: An EDS must be submitted in any of the following three circumstances:
   
   Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.

Insurance Requirements
Entities holding an interest: Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

Controlling entities: Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

Q: What information is needed to submit an EDS?
A: The information contained in the Preparation Checklist for EDS submission.

Q: I don’t have a user ID & password. Can I still submit an Online EDS?
A: No. You must register and create a user ID and password before submitting an Online EDS.

Q: What information is needed to request a user ID & password for Online EDS?
A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?
A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering “Yes” to “Is this an existing City of Chicago user ID?“ when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

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

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

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

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

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

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

Q: How do I complete an Online EDS?
A: Click on “Create New” after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

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

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

Q: Who can complete an Economic Disclosure Statement online?
A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it and another person can review and electronically sign the Online EDS.
Q: What are the benefits of filing my Economic Disclosure statement electronically?
A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

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

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

Q: My address has changed. How can I update my information?
A: You must be an EDS Captain for your organization to update this. Log-in and click on “Vendor Admin, Site Administration”. Select the appropriate site and click edit.

Q: I have more questions. How can I contact the Department of Procurement Services?
A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

Q: Can I save a partially complete EDS?
A: Yes. Click “Save”. To avoid data loss, we recommend you save your work periodically while filling out your EDS.

Q: Do I have to re-type my information each time I submit an EDS?
A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

Q: What are the system requirements to use the Online EDS?
A: The following are minimum requirements to use the Online EDS:
• A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at www.adobe.com/products/reader/

• Your web browser is set to permit running of JavaScript.

• Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.

• Your monitor resolution is set to a minimum of 1024 x 768.

• While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at http://get.adobe.com/flashplayer

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

Contract Number: ___________________________

Specification Number: ___________________________

Vendor Name: ___________________________

Total Amount (Value): ___________________________

Fund Chargeable: ___________________________

(CONTRACTOR)

By: ___________________________

Its: ___________________________

Attest: ___________________________

State of _________________
County of _______________

This instrument was acknowledged before me on this ____ day of _________, 20___ by
________________________ as President (or other authorized officer) and
________________________ as Secretary of _________________ (Corporation Name).

____________________________________ (Seal)

Notary Public Signature
Commission Expires: __________

CITY OF CHICAGO

________________________
Mayor Date

________________________
Comptroller Date

________________________
Chief Procurement Officer Date

Notary Public
EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.
EXHIBIT 2: COMPENSATION
EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE

<table>
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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:

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<th>Policy Number</th>
<th>Expiration Date</th>
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<td>Other $_____</td>
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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. The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

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
City of Chicago
Procurement Department
121 N. LaSalle St., #806
Chicago, IL 60602

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

For City use only

Signature of Authorized Rep. ______________________
Agency/Company: ______________________
Address ______________________
Telephone ______________________

Standard Terms and Conditions, 09.10.2013
EXHIBIT 7

TESTING AGREEMENT
City of Chicago
Department of Procurement Services
Agreement for Product and/or Service and or “No-Cost” Use
Evaluation Pursuant to RFP

Name of Provider: ____________________________________________________________

Contact Person: _______________________________________________________________

Business Phone: ___________________ Cell Phone: _____________________________
Fax Number: ______________________ Email Address: ____________________________

Mailing Address: ________________________________________________________________

Type of Product or Service: _____________________________________________________

Representative overseeing City’s on-site use (required):
___________________________________________________________________________

Business Phone: ___________________ Cell Phone: _____________________________

By executing this agreement, Provider represents that it he, she, or it is prepared to abide by all City policies and standard operating procedures relating to the test, trial or use of its product or service.

Applicable City Department(s): _________________________________________________

Department Contact Person: ____________________________________________________

Phone: ___________________ E-Mail: _________@cityofchicago.org

Please provide a detailed description including any graphics or text that may be necessary, to describe the product(s) or service (s) to be provided, and the type of test, trial or other use that the product or service will be subject to by the City, using additional sheets if necessary. All additional sheets or materials must be labeled with Provider’s name and product/service title.
Product or Service to be used (hereinafter, either is referred to as “Product”):
______________________________________________________________
Date of Delivery of Product: ________________________________________

I. Provider agrees to furnish the Product(s) listed above to the City in connection with the testing period as contemplated by the 2013 Mobile Handheld RFP, subject to and in accordance with the terms and conditions of this Agreement. Provider warrants that it has the right to furnish the Product to the City and its Department(s), and to agree to the waivers contemplated herein. Provider acknowledges and agrees that the City is under no obligation to purchase, order or otherwise procure the Product(s) furnished hereunder. Provider further agrees that this document will be interpreted in accordance with the laws of the State of Illinois. No reference to any test, trial or use of the Product(s) under this Agreement shall be made in any of Provider’s promotional or sales material, including, without limitation, any press releases.

II. Term

A. The term of the use begins when the Product(s) are delivered to the Department, and shall run until the City has concluded its evaluation of the Product pursuant to the terms of the RFP.

B. Provider must arrange with the Department to reclaim all Product(s) within 30 days of notification from the City that the testing period is over. If the Department is unable to contact the Provider or if no special arrangements have been made for the return of the Product, or if the Provider fails to reclaim the Product(s) at the designated time, the Department may continue to use the Product(s), or it may place the Product(s) in storage at the Provider’s sole risk and expense. It is the responsibility of the Provider to contact the Department regarding any change of address, phone number, or e-mail address.

C. The Department reserves the right to relocate, remove and/or replace, at its sole discretion, any Product at any time. If such relocation, removal or replacement occurs, the Provider will be notified. Product removed by the Department must be reclaimed by the Provider no later than 30 days after notification.

III. Product delivery and removal

A. Product(s) shall be delivered as directed by the Department.

B. Product will be delivered and removed by the Provider with oversight by Department personnel. Product will be delivered only to the location and in the configuration approved by the Department. Provider shall furnish such Product documents as may be necessary to facilitate the City’s intended test, trial or use.

C. Provider is responsible for any and all costs and risks associated with delivery, use and any storage of the Product(s). If, at the Department's option, the Department chooses to ship the Product(s) back to the Provider at the conclusion of its use at Department's expense, all risks associated with packing and shipping the Product(s) will remain with the Provider.

D. The Provider agrees that the Department will have the sole discretion to determine the methods, configuration, location and environment for the test, trial or use of the Product(s).
IV. Indemnification

Provider agrees to indemnify, defend and hold harmless the City of Chicago (the “City”), and its employees, officials, agents, consultants, and contractors against any and all liabilities, obligations, penalties, damages, claims, costs, charges and expenses (including costs and attorney’s fees) which may be imposed upon, incurred by or asserted against the City or its employees, officials, agents, consultants or contractors, in any manner arising out of or related to the delivery, installation, maintenance, use, removal or storage of any of the Product(s) tested, tried or used (or any associated documents or other Product elements) including, without limitation, any tort, personal injuries or death or any damage to property and violations of any intellectual property rights, including, without limitation, any copyrights, trademarks or patents, or any person’s right to publicity.

V. Warranties

Provider warrants that:

A. it has the right to furnish the Product(s);

B. it has the authority to sign this waiver and acknowledgement including all provisions related to intellectual property rights; and

C. the condition and nature of the Product(s) is such that it is suitable for the City’s intended use and will not pose a hazard to the public.
VI. Intellectual Property Rights

Unless otherwise agreed, the Provider grants to the City an irrevocable, non-transferable license to test, try and/or use the Product as furnished pursuant to this Agreement.

VII. City not responsible for damage

A. Use of Product is at Provider's risk. Provider understands and agrees that the Product(s) cannot be safeguarded against acts of vandalism. The Provider will not hold the City responsible for damage - whether or not it occurs while Product(s) are in use, whether caused by visitors to the airport, airport tenants, vandalism, negligent work by the City, civil disturbance, explosion, fire, unusual weather, military or police action, war, acts of God, the public enemy, or terrorism, or any other thing beyond the City's reasonable control whether foreseen or unforeseen. Further, the Provider will not hold the City responsible for any damage or wear-and-tear caused by the test, trial or use of the Product.

B. Provider is solely responsible for insuring the Product(s). Provider must provide the Department with proof of insurance upon the Department's request.

C. If, notwithstanding the provisions of VII.A., the City is found liable for damage by a court of competent jurisdiction, the City's maximum liability to Provider for damage to or arising from the Product(s) will be the retail value of the affected Product as stated on the second page of this agreement.

Provider Name (legal entity): ______________________________________

Authorized Signature: ____________________

Print Signatory Name:___________________________________________

Print Signatory Title:_____________________________________________

Date: ___________________

Chief Procurement Officer: ______________________________________

Date: ___________________

Attachments:  A. Finding of the Chief Procurement Officer
               B. Department’s Right of Entry Agreement
               C. Provider’s Proof of Insurance
EXHIBIT 8

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

I. POLICY AND TERMS

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, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the consultant shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Consultant commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

- MBE Contract Goal: 0%
- WBE Contract Goal: 0%

The commitment is met by the consultant’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 Consultant’s business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant’s MBE or WBE commitment with respect to all government contracts of such contractor), or by any combination of the foregoing.
Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.

As noted above, the consultant 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 consultant 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 consultant to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

The consultant 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.

II. DEFINITIONS

a. “Area of Specialty” means the description of a MBEs 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 and WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory (defined below). Credit towards this Contract’s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

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

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

c. “Bid” means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.

d. “Bidder” means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and
includes all partners, affiliates and joint ventures of such person or entity.

e. “Broker” means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

f. “Chief Procurement Officer” or “CPO” means the Chief Procurement Officer of the City of Chicago or his or her designee.

g. “Commercially Useful Function” means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

h. “Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract.

i. "Consultant" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

j. “Direct Participation” the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

k. “Directory” means the Directory of Certified “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

l. “Good Faith Efforts” means actions undertaken by a bidder or consultant to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

expected to fulfill the program’s requirements.

m. “Indirect Participation” refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Consultant’s business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant’s MBE or WBE commitment with respect to all government contracts held by that consultant.)

n. “Joint venture” means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

o. “Minority Business Enterprise” or “MBE” means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.


q. “Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

r. “Women Business Enterprise” or “WBE” means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.
III. Joint Ventures

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

B. The joint venture may be eligible for credit towards the contract’s MBE/WBE participation goals only if:

1. The MBE or WBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;

3. Each joint venture partner executes the bid to the City; and

4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

C. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the contract’s MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

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

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

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

certified joint venture partner shall not be counted toward the contract’s MBE/WBE participation goals.

D. Schedule B: MBE/WBE Affidavit of Joint Venture

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

1. The parties’ contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

2. Work items to be performed by the MBE’s or WBE’s own forces and/or work to be performed by employees of the newly formed joint venture entity;

3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and

4. The MBE’s or WBE’s commitment of management, supervisory, and operative personnel to the performance of the contract.

Notice: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as “participate in the budgeting process,” “assist with hiring,” or “work with managers to improve customer service” do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

Notice: The City requires that, whenever a joint venture is proposed as the prime Consultant, 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
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The “Percent Amount of Participation” depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder’s compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only listed on the bidder’s compliance plan under one of the categories, but not both. Only payments made to MBE and WBE firms that meet BOTH the Commericially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

A. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.

   1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

   2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.

C. If the MBE or WBE performs the work itself:

   1. 100% of the value of work actually performed by the MBE’s or WBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime consultant or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
D. If the MBE or WBE is a manufacturer:
   1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or consultant.

E. If the MBE or WBE is a distributor or supplier:
   1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

F. If the MBE or WBE is a broker:
   1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
   2. As defined above, Brokers provide no commercially useful function.

G. If the MBE or WBE is a member of the joint venture consultant/bidder:
   1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
   2. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
   3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.

H. If the MBE or WBE subcontracts out any of its work:
   1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
   2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C.1. above).
   3. The fees or commissions charged for providing a bona fide service, such as
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. REGULATIONS GOVERNING REDUCTIONS TO OR WAIVER OF MBE/WBE GOALS

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

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:
1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

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 has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:

   a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;

   b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
      i. Name, address, email and telephone number of MBE/WBE firms solicited;
      ii. Date and time of contact;
      iii. Person contacted;
      iv. Method of contact (letter, telephone call, facsimile, email, etc.).

   c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
      i. Project identification and location;
      ii. Classification/commodity of work items for which quotations were sought;
      iii. Date, item, and location for acceptance of subcontractor bids;
      iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

negotiations were not successful;

v. Affirmation that Good Faith Efforts have been demonstrated by: choosing subcontracting opportunities likely to achieve MBE/WBE goals; not imposing any limiting conditions which were not mandatory for all subcontractors; providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

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 must provide the following information:

a. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).

b. A listing of all potential subcontractors contacted for a quotation on that work item;

c. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

3. Other documentation that 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:

a. The City's estimate for the work under a specific subcontract;

b. The bidder's own estimate for the work under the subcontract;

c. An average of the bona fide prices quoted for the subcontract;

d. 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/consultant has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A when the prime consultant seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime consultant 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 Contract Compliance
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

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 Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Consultant, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

Procurement Services website, http://cityofchicago.org/forms. Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening.

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 or Cook County, Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/consultant or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, http://cityofchicago.org/forms. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-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
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, consultants are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

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

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

A. The Consultant will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.

B. The consultant will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the consultant for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

C. Once the prime consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

D. All subcontract agreements between the consultant and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: https://chicago.mwdbe.com

E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the consultant's compliance with its commitment to MBE and WBE participation and the
status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the consultant’s records by any officer or official of the City for any purpose.

F. The consultant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

VIII. CHANGES TO COMPLIANCE PLAN

A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the consultant’s own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or consultant to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or consultant must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

1. Unavailability after receipt of reasonable notice to proceed;
2. Failure of performance;
3. Financial incapacity;
4. Refusal by the subcontractor to honor the bid or proposal price or scope;
5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
7. The subcontractor’s withdrawal of its bid or proposal;
8. Subcontractor provided false information; or
9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).

C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

1. The bidder or consultant must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
2. The City will approve or deny a request for substitution or other change within 15
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business days of receipt of the written request.

3. Where the bidder or consultant has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or consultant may substitute with a non-MBE or non-WBE.

4. If a bidder or consultant plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or consultant must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder’s or consultant’s receipt of City approval for the substitution or other change.

D. The City shall not be required to approve extra payment for escalated costs incurred by the consultant when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

IX. NON-COMPLIANCE AND DAMAGES

A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements; and (2) disqualification as a MBE or WBE of the consultant or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the consultant.

B. Payments due to the Consultant may be withheld until corrective action is taken.

C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

X. Arbitration
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

A. In the event a consultant 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 consultant 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 consultant 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 consultant and a MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the consultant in writing to initiate the arbitrative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the consultant receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney'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) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or consultant and subcontractor obligations.
ATTACHMENT A – ASSIST AGENCY

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

American Brotherhood of Contractors  
Business Development Center  
11509 S. Elizabeth  
Chicago, IL 60643  
Phone: (773) 928-2225  
Fax: (773)928-2209  
Web: www.american-brotherhood.org

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

Association of Asian Construction Enterprises  
333 N. Ogden Avenue  
Chicago, IL 60607  
Phone: (847) 525-9693  
Email: nakmancorp@aol.com

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

Chatham Business Association Small Business Development, Inc.  
8441 S. Cottage Grove Avenue  
Chicago, IL 60619  
Phone: (773)994-5006  
Fax: (773)994-9871  
Web: www.cbaworks.org

Chicago Area Gay & Lesbian Chamber of Commerce  
3656 N. Halsted  
Chicago, IL 60613  
Phone: (773) 303-0167  
Fax: (773) 303-0168  
Web: www.glchamber.org

Chicago Minority Supplier Development Council, Inc.  
105 W. Adams, Suite 2300  
Chicago, IL 60603-6233  
Phone: (312) 755-8880  
Fax: (312) 755-8890  
Web: www.chicagomsdc.org

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) 332-2688  
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  
855 W. Adams, Suite 100  
Chicago, IL 60607  
Phone: (312) 425-9500  
Fax: (312) 425-9510  
Web: www.ihccbusiness.net
Latin American Chamber of Commerce  
3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone: (773) 252-5211  
Fax: (773) 252-7065  
Web: www.latinamericanchamberofcommerce.com

National Association of Women Business Owners  
Chicago Chapter  
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 Minority 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  
Web: www.wcoeusa.org

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

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.chicagowomenintradestradest.org

Coalition for United Community Labor Force  
1253 W. 63rd Street  
Chicago, IL 60636  
Phone: (312) 243-5149

Illinois Black Chamber of Commerce  
331 Fulton Street, Suite 530  
Peoria, IL 61602  
Phone: (309) 740-4430  
Fax: (309) 672-1379  
www.ilbcc.org

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

South Shore Chamber, Incorporated  
Black United Funds Bldg.  
1750 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-onlin.org

National Organization of Minority Engineers  
33 West Monroe  Suite 1540  
Chicago, Illinois 60603  
Phone: (312) 425-9564  
Fax: (312) 425-9564  
Web: www.nomeonline.org

Jan 2012
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

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

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

Sincerely,
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: ______________________________
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:

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.
<table>
<thead>
<tr>
<th>Trade</th>
<th>Non-MBE/WBE Firm (Number)</th>
<th>MBE/WBE (Number)</th>
<th>Joint Venture (Number)</th>
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</table>

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.

__________________________________________________________________________

__________________________________________________________________________

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__________________________________________________________________________
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 consultant if the joint venture is a subcontractor.

<table>
<thead>
<tr>
<th>Name of MBE/WBE Partner Firm</th>
<th>Name of Non-MBE/WBE Partner Firm</th>
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</thead>
<tbody>
<tr>
<td>Signature of Affiant</td>
<td>Signature of Affiant</td>
</tr>
<tr>
<td>Name and Title of Affiant</td>
<td>Name and Title of Affiant</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

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**

**MBE/WBE Letter of Intent to Perform as a Subcontractor, Supplier, or Consultant**

**Project Name:** __________________________________________  **Specification No.:** __________

**From:** ____________________________________________________________________________  
(Name of MBE/WBE Firm)

**To:** ____________________________________________________________________________  and the City of Chicago.  
(Name of Prime Consultant)

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

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

___________________________________________________________________________________________________
___________________________________________________________________________________________________
___________________________________________________________________________________________________

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

___________________________________________________________________________________________________
___________________________________________________________________________________________________
___________________________________________________________________________________________________

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

**NOTICE:** THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

__________________________________________  _________________________________  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)  (Date)

__________________________________________  
(Name/Title—Please Print)

__________________________________________  
(Email & Phone Number)
SCHEDULE D-1
Compliance Plan Regarding MBE/WBE Utilization
Affidavit of Prime Consultant

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

Project Name: __________________________________________________________

Specification No.: ______________

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

(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the 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. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: __________________________________________________________

   Address: __________________________________________________________

   Contact Person: _______________________________________________________

   Phone Number: _______________________________________________________

   Dollar Value of Participation;

   $ ____________________________

   Percentage of Participation % ____________________________

2. Name of MBE/WBE: __________________________________________________________

   Address: __________________________________________________________

   Contact Person: _______________________________________________________

   Phone Number: _______________________________________________________

   Dollar Value of Participation;
II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: ____________________________________________________________
   Address: ________________________________________________________________
   Contact Person: ____________________________________________________________
   Phone Number: ____________________________________________________________
   Dollar Value of Participation; $____________________________________________
   Percentage of Participation % _____________________________________________

5. Attach Additional Sheets as Needed
Percentage of Participation %

2. Name of MBE/WBE:______________________________________________________________
   Address:_________________________________________________________________________
   Contact Person:___________________________________________________________________
   Phone Number:___________________________________________________________________
   Dollar Value of Participation;
   $______________________________________________
   Percentage of Participation %
   ________________________________________________

3. Name of MBE/WBE:______________________________________________________________
   Address:_________________________________________________________________________
   Contact Person:___________________________________________________________________
   Phone Number:___________________________________________________________________
   Dollar Value of Participation;
   $______________________________________________
   Percentage of Participation %
   ________________________________________________

4. Name of MBE/WBE:______________________________________________________________
   Address:_________________________________________________________________________
   Contact Person:___________________________________________________________________
   Phone Number:___________________________________________________________________
   Dollar Value of Participation;
   $______________________________________________
   Percentage of Participation %
   ________________________________________________

5. Attach Additional Sheets as Needed

III. Summary of MBE/WBE Proposal

   A. MBE Proposal (Direct & Indirect)

      1. MBE Direct Participation
<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<tr>
<td>Total Direct MBE Participation</td>
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</table>
2. **MBE Indirect** Participation

<table>
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<tr>
<th>MBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<td><strong>Total Indirect MBE Participation</strong></td>
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**B. WBE Proposal (Direct & Indirect)**

1. **WBE Direct** Participation

<table>
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<tr>
<th>WBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<tr>
<td><strong>Total Direct WBE Participation</strong></td>
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2. **WBE Indirect** Participation

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<tr>
<th>WBE Firm Name</th>
<th>Dollar Amount Participation ($)</th>
<th>Percent Amount Participation (%)</th>
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<td><strong>Total Indirect WBE Participation</strong></td>
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</table>
The Prime Consultant designates the following person as its MBE/WBE Liaison Officer:

(Name - Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONSULTANT TO MAKE THIS AFFIDAVIT.

(Name of Prime Consultant – Print or Type) State of:________________________________________________________

(Signature) County of:________________________________________________________

(Name/Title of Affiant – Print or Type)

(Date)

On this______day of_______, 20____, the above signed officer __________________________________________ (Name of Affiant)

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

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

________________________________________________________ (Notary Public Signature)

SEAL:

Commission Expires:________________________________________