REQUEST FOR PROPOSAL ("RFP")
for
INSURANCE BROKERAGE SERVICES FOR THE
CITY OF CHICAGO PROPERTY/FINE ARTS AND SPECIAL EVENTS/CULTURAL AFFAIRS
PROGRAM

Specification No. 85168A

Required for use by:

CITY OF CHICAGO
(Department of Finance, Risk Management Division)

This RFP distributed by:

CITY OF CHICAGO
(Department of Procurement Services)

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

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

A Pre-Proposal Conference will be held on Tuesday, February 8, 2011 at 10:00 a.m. Central
Standard Time, in the Department of Procurement Services, City Hall, 4th Floor Room #403,
Conference Room B, 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 Standard Time, on
Wednesday, February 23, 2011

Edward Anderson, Contract Negotiator, (312) 744-6118

__________________________________________
RICHARD M. DALEY  JAMIE L. RHEE
MAYOR  CHIEF PROCUREMENT OFFICER
# TABLE OF CONTENTS

I. GENERAL INVITATION ........................................................................................................... 4  
   1.1 Purpose of the Request for Proposal ........................................................................... 4  
   1.2 Internet Access to this RFP ....................................................................................... 4  

II. SCOPE OF SERVICES ....................................................................................................... 5  
   2.1 Description of Services ............................................................................................... 5  
   2.2 Term of Contract ......................................................................................................... 5  

III. GENERAL INFORMATION AND GUIDELINES ............................................................ 5  
   3.1 Communications between the City of Chicago and Respondents .............................. 5  
   3.2 Deadline and Procedures for Submitting Proposal .................................................... 6  
   3.3 RFP Information Resources ...................................................................................... 7  
   3.4 Procurement Timetable ............................................................................................... 7  
   3.5 Confidentiality ........................................................................................................... 7  

IV. PREPARING PROPOSALS: REQUIRED INFORMATION .................................................. 8  
   4.1 Format of Proposal ..................................................................................................... 8  
   4.2 Required Contents of Proposal .................................................................................. 8  

V. EVALUATING PROPOSALS ............................................................................................... 14  

VI. SELECTION PROCESS ..................................................................................................... 16  

VII. ADDITIONAL DETAILS OF THE RFP PROCESS ........................................................... 17  
    7.1 Addenda ..................................................................................................................... 17  
    7.2 City’s Rights to Reject Proposals .............................................................................. 17  
    7.3 No Liability for Costs ................................................................................................. 17  
    7.4 Prohibition of Certain Contributions-Mayoral Executive Order No. 05-1 .............. 18  
    7.5 False Statements ....................................................................................................... 19
EXHIBITS

Exhibit 1: Scope of Services

Exhibit 1-A: Sample Insurance Specifications

Exhibit 2: Cost Proposal

Exhibit 3: Company Profile Information

Exhibit 4: Company References/Client Profile Information

Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
1. Attachment A: Assist Agencies
2. Attachment B: Sample Letter to Assist Agencies
3. Schedule B: Affidavit of Joint Venture (M/WBE)
4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan

Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement

Exhibit 7: Contract Insurance Requirements and Insurance Certificate

Exhibit 8: Sample City of Chicago Professional Services Agreement
REQUEST FOR PROPOSAL (“RFP”)  
for  
INSURANCE BROKERAGE SERVICES FOR THE CITY OF CHICAGO PROPERTY/ FINE ARTS  
AND SPECIAL EVENTS/CULTURAL AFFAIRS PROGRAM  
Specification No. 85168A  

I. GENERAL INVITATION  

1.1 Purpose of the Request for Proposal  

The City of Chicago ("City"), acting through its Department of Finance, Risk Management Division ("Department" or "Comptroller’s Office"), invites the submission of Proposals from firms with expertise and experience in providing Insurance Brokerage Services for the City of Chicago Property/ Fine Arts and Special Events/Cultural Affairs Program ("Services").  

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP. For purposes of this RFP, Chief Procurement Officer ("CPO") means the Chief Procurement Officer for the City of Chicago. "Comptroller" means the Comptroller for the City of Chicago. "Respondents" means the companies or individuals that submit Proposals in response to this RFP. The documents submitted will be referred to as “Proposals.”  

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

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

1.2 Internet Access to this RFP  


In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services’ Bid & Bond Room, located in Room 301, City Hall, 121 N. LaSalle in Chicago, IL 60602.
A Respondent who chooses to download a RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print the RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Respondent’s business card, referencing Specification No. 85168A to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Respondent’s company as a RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP.

II. SCOPE OF SERVICES

2.1 Description of Services

The Scope of Services that the City seeks to acquire is described in Exhibit 1 and Exhibit 1-A of this RFP. The Respondent is expected to expand on this scope in the submitted Proposal, incorporating their expertise and proposed method or approach.

2.2 Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of 5 years plus two additional 2 year extension option increments at the discretion of the Chief Procurement Officer, to provide for ongoing Services.

III. GENERAL INFORMATION AND GUIDELINES

3.1 Communications Between the City of Chicago and Respondents

A. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by mail, email or fax at 312-744-7679, and directed to the attention of Edward Anderson, edward.anderson@cityofchicago.org Department of Procurement Services, Room 403, City Hall. All questions must be received no later than 4:00 p.m., Central Standard Time, on Thursday, February 10, 2011. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Proposal Conference. The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP, and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Insurance Brokerage Services for the City of Chicago Property/Fine Arts and Special Events/Cultural Affairs Program, Specification No. 85168A. No telephone calls will be accepted unless the questions are general in nature. A Respondent that deviates from any of these restrictions may be subject to immediate disqualification from this RFP process.
B. **Pre-Proposal Conference**

The City will hold a Pre-Proposal Conference in the Department of Procurement Services, City Hall, 4th Floor Room #403, Conference Room B, 121 North LaSalle Street Chicago, Illinois 60602 at 10:00 a.m. CST on Tuesday, February 8, 2011. All interested parties are invited to attend. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference and to questions faxed or mailed prior to the deadline for receipt of questions per 3.1 A.

3.2 **Deadline and Procedures for Submitting Proposals**

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid and Bond Room (Room 301, City Hall) no later than 4:00 p.m. CST on Wednesday, February 23, 2011. The Bid and Bond Room can be reached at telephone number 312-744-9773.

2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section 3.2.1 above. Only the Chief Procurement Officer (“CPO”) is empowered to determine whether to accept or return late Proposals.

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

3. Proposals must be delivered to the following address:

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

4. Respondent must submit 1 hardcopy original and 5 duplicate hardcopies of the Proposal. The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

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

Proposal Enclosed  
Request for Proposals (RFP) for Insurance Brokerage Services for the City of Chicago Property/Fine Arts and Special Events/Cultural Affairs Program  
Specification No. 85168A  
Due: 4:00 p.m. CST, Wednesday, February 23, 2011  
Submitted by: (Name of Respondent)  
Package ____ of ____
3.3 **RFP Information Resources**

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

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

3.4 **Procurement Timetable**

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

<table>
<thead>
<tr>
<th>Key Activity</th>
<th>Target Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Issues RFP</td>
<td>January 14, 2011</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>February 8, 2011</td>
</tr>
<tr>
<td>Post-Conference Questions Due</td>
<td>February 10, 2011</td>
</tr>
<tr>
<td>RFP Addendum to Questions</td>
<td>February 16, 2011</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>February 23, 2011</td>
</tr>
</tbody>
</table>

3.5 **Confidentiality**

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

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

B. Mark each sheet or data to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal.”
All submissions are subject to the Freedom of Information Act.

IV. PREPARING PROPOSALS: REQUIRED INFORMATION

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

4.1 Format of Proposals

Proposals must be prepared on 8 ½” X 11” letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Submit 1 hardcopy original and 6 duplicate hardcopies of the Proposal.

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

4.2. Required Content of Proposals

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

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

1. Cover Letter

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

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

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

(iii) Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
(iv) Summary of Respondent’s commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Commitment as stipulated in Exhibit 5 of this RFP.

(v) Include a statement of any objections or comments, to the sample City of Chicago Professional Services Agreement containing some of the terms that the City requires as stipulated in Exhibit 8 of this RFP.

(vi) Acknowledge receipt of Addendum issued by the City, if any.

2. **Executive Summary**

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

3. **Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to the Chicago Account**

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

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

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

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

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

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:
(i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago certified MBE/WBE firms(s), as applicable.
(ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
(iii) Insurance certificate in the name of the joint venture business entity.

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

Respondent must provide 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 fax number.
- Description of services provided similar to the services outlined in Section III, Scope of Services of this RFP.
- Nature and extent of Respondent’s involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

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

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

C. Company Relationships with Insurance Markets

Respondent must provide evidence of ability to access insurance markets worldwide. Identify markets where Respondent would be required to use an intermediary/wholesale broker (owned by Respondent or otherwise). Provide evidence of current business relationships with the various insurance carriers.

D. Business License/Authority to do Business in Illinois

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

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection
E. **Capacity to Perform City Program**

Respondent must provide a summary of current and future projects and commitments and included 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?

4. **Professional Qualifications and Specialized Experience and Local Availability of Committed Key Personnel.**

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.

5. **Implementation Plan**

Respondent must provide a comprehensive and detailed Plan for implementing Services as outlined in Exhibit 1, Scope of Services in this RFP. Each Respondent will be evaluated on its overall strategy, methodology, timetable and approach to complete the projects and meeting the City’s requirements.

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

A. **Approach to Implementing Projects**

The Plan must address your approach to implementing and managing the Services described in this RFP. Describe your policies and procedures for implementing projects 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 key personnel involved and the following information:

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

(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 (ie. Sick, vacation, leave of absence, etc.)

6. Cost Proposal

The City is requesting information regarding the costs for the Services required. In Exhibit 2, provide detail for the price schedule options indicated. The Respondent is responsible for disclosing any charges or fees that the City would incur with the Respondent, before, during, and after the implementation. Proposals that fail to include complete cost information will be rejected as incomplete and deemed non-responsive.

For purposes of comparing costs between Respondents, Respondent should not deviate from the compensation methods outlined in Exhibit 2. The City reserves the right to negotiate a final fixed price, terms, and conditions with the selected Respondent.

7. Minority and Women Business Enterprises Commitment

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

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

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

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

8. Financial Statements

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

If Respondent is unable to provide audited financial statements, state the reasons in 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.

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

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

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

10. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties (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.

11. Insurance

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

V. EVALUATING PROPOSALS

An Evaluation Committee, which will include the representatives from the Department of Finance, Risk Management Division 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 4.2., Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

**Phase II - Proposal Evaluation**

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

As part of the evaluation process, the EC will review the information required by Section IV, 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. Professional Competence:**

1. Professional Qualifications and Specialized Experience of Respondent and Team with emphasis on specific experience on projects of similar scope and magnitude as outlined in Exhibit 1, Scope of Services of the RFP.

2. 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.

**A. Professional Qualifications and Specialized Experience of Respondent’s Key Personnel and Local Availability of Key Personnel with emphasis on specific experience on projects of similar scope and magnitude as outlined in Exhibit 1, Scope of Services of the RFP.**

**C. 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.

D. Cost Proposal relative to information provided in Exhibit 2.

E. MBE/WBE Plan. Level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.

F. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.

G. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.

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

I. Degree to which Respondent accepts City’s Terms and Conditions in the sample Professional Services Agreement in Exhibit 8 enabling the City to successfully negotiate a contract.

J. 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.

VI. SELECTION PROCESS

After the Evaluation Committee (“EC”) completes its review of Proposals in Phase II, it may submit to the Comptroller of the Department of Finance (DOF) 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 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 to clarify in more detail information what was submitted in Respondent’s Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final
evaluation, including a final ranking of the Respondents, and will submit a recommendation for one Respondent to the Comptroller of DOF.

If the Comptroller makes a vendor selection recommendation, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into contract negotiations with the selected Respondent.

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

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

VII. ADDITIONAL DETAILS OF THE RFP PROCESS

7.1 Addenda

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

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section 3.1 A herein; or

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

7.2 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 IV. 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.

7.3 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 demonstrations, oral presentations or negotiations.

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

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

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

For purposes of this provision:

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

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

Individuals are “Domestic Partners” if they satisfy the following criteria:

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

1. The partners have been residing together for at least 12 months.
2. The partners have common or joint ownership of a residence.
3. The partners have at least two of the following arrangements:
   a. joint ownership of a motor vehicle;
   b. a joint credit account;
c. a joint checking account;
d. a lease for a residence identifying both domestic partners as tenants.

4. Each partner identifies the other partner as a primary beneficiary in a will.

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

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

7.5 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

The selected Respondent will provide the City with insurance broker services consistent with the following generalized categories and descriptions. The City of Chicago may outsource the management of events handled by the City’s Mayor’s Office of Special Events. Insurance broker services may not be required of the selected Respondent for Umbrella Liability and Non-owned Aircraft liability insurance. Services must include, but are not limited to, the following:

1) Review and analyze Insurance Specifications and Underwriting Data submitted by the City. Recommend an insurance program design.

2) Prepare applications and insurance policy specifications for review and approval by the City. The approved applications and specifications will be submitted to underwriters.

3) Design, market and implement the broadest coverage, including all coverage listed in Exhibit 1-A, Sample Insurance Specifications, at the most reasonable cost for the risk exposures presented.

4) Develop a specification package which includes the items referenced in Scope of Service #3, above. Present the risk exposure and other information in a form acceptable to underwriters.

5) Identify those markets most likely to provide the insurance and services desired.

6) Present insurance specifications to the market place; prepare applications; request quotations for specified coverage and programs; respond to underwriter’s questions and provide additional information, if requested.

7) Receive and analyze underwriter’s quotations, at least thirty (30) business days prior to policy expiration, to determine whether it adheres to the specifications and whether the premium quoted is fair and reasonable within the marketplace. Submit analysis of underwriters quotations to City’s Risk Management Office for consideration. At the direction of the City Risk Management Office, negotiate any refinements on terms and/or conditions to obtain the most beneficial and cost effective coverage available.

9) Submit a insurance proposal to the City within twenty (20) business days prior to expiration. Provide a comparative analysis for variances in cost, coverage, exposure data, and a comparison of insurance specifications vs. insurance policies, including all endorsements and coverage exceptions to be included in the issued policies.

9) Recommend and place coverage upon the City’s approval.

10) Five (5) business days prior to expiration, submit insurance binders to the City’s Risk Management Office. Prior to submission, each binder’s coverage must be reviewed for appropriate terms, conditions, limits, deductibles, premiums, and carrier participation. All insurance binders must be issued by the insurance company not the selected Respondent.

11) Provide an insurance coverage summary which includes but is not limited to: effective dates, policy limits, insuring agreements, exclusions, annual premium and exposure basis.

12) Submit all original policies and endorsements to the City within sixty (60) days of the effective dates, including surplus lines and stamping (if applicable). A written report outlining errors, discrepancies and any other inconsistencies in the final proposal and/or binders must be submitted for each policy. Any deviation from this deadline must be pre approved by the City and must include a written statement explaining the reason for the delay and a revised timetable for receipt.
of the outstanding policies. All policy changes and/or corrections must be processed within thirty (30) days.

13) Receive, review, coordinate, process and monitor all property and liability related to the insurance procured and outlined herein claims; transmit all supporting documents to insurers; and assist the City’s Risk Management Office in settlement and payment of all claims.

14) Establish claim reporting procedures including contact personnel names and phone numbers. Identify a claim coordinator and provide appropriate forms and instructions for use. The forms must contain the reprinted mailing address of the primary recipients.

15) Unless otherwise agreed to by the City, the selected Respondent must submit quarterly reports of the number of claims open, claims closed and total incurred values.

16) Place additional related insurance coverage when necessary.

17) Perform annual safety and loss control services and inspections when requested or required by the insurance company.

18) When necessary, issue certificates of insurance to the City’s Risk Management Office.

19) Review, validate, and approve all premium invoices and billings regarding insurance policies and endorsements.

20) Review City contract(s) for appropriateness of insurance requirements, when requested by City.

21) Prepare and submit written reports to the City, as requested.
EXHIBIT 1-A
SAMPLE INSURANCE SPECIFICATIONS

I. PROPERTY COVERAGE

INSURED
City of Chicago

MAILING ADDRESS
City of Chicago
Comptroller’s Office, Risk Management
333 South State Street, Room 400
Chicago, IL 60604

POLICY PERIOD

LIMITS
$500,000,000 Per Occurrence
$1,000,000,000 Per Occurrence
Quote Additional Options

DEDUCTIBLES
Option 1: $ 100,000
Option 2: $ 250,000
Option 3: Provide various deductible combinations

Personal Property: $1,000 for Personal Property of the Insured’s officers and employees while on
the premises of the insured & Employee tools

COVERAGE TO INCLUDE but not limited to:
Blanket All Risk Real and personal property at replacement cost including property
within 1000 feet, property of others in the care, custody & control of the insured or for
which the insured is responsible and officer & employees personal property.
Accounts receivable
Arson
Asbestos
Automatic additional insured
Automatic coverage, Newly Acquired/Constructed Locations – At Least 120 days
Business Income, Flood, and Earth movement, including Equipment Breakdown
Blanket Loss Payee, Lenders Loss Payee and Mortgagee Interest
Blanket Business Income, including ordinary payroll – 180 days
Civil /Military Authority a minimum of 30 days and at least 5 miles
Collapse including collapse resulting from design error and faulty workmanship or
materials after completion of construction
Contingent Time Element, Extra Expenses, Expediting Expense and Contributory
Properties including Equipment Breakdown
Consequential Loss
Control of Damaged Merchandise
Cost of foundations, excavations, filling, back filling, grading, underground pipes, flues
and drains
Debris removal including Equipment Breakdown - foundations extended to include all
debris including windblown & flood
Decontamination expense
Defense Cost Coverage and supplementary payments in addition to policy limits
Deferred Payments
Delete any exclusion and/or limitation for extremes of temperature, dryness or dampness of atmosphere
Delete vacancy/unoccupancy exclusion and/or limitation
Delete any exclusion and/or limitation for mechanical, electrical current, electrical damage and electrical pressure testing
Delete Occurrence Limit Endorsement
Delete Protective Safeguard Provisions
Delete any limitation on recovery for Business Income or loss resulting from destruction of electronics, media and records
Blanket Demolition and Increased Cost of Construction and time to rebuild including remodeling of undamaged portion of building to maintain commensuration with code requirements including Equipment Breakdown & Business Interruption.
Drop/Step Down/ Priority of Payments provision on all excess policies
Earth Movement & Volcanic Action including earth shock, sprinkler leakage, subsidence, collapse, mudslides, landslide and explosion,
Equipment Breakdown – Repair/Replacement cost including Ammonia, Contamination, Consequential Damage, Perishable Goods/Spoilage, CFC Refrigerants, EDP Hardware, EDP Media, Expediting Expense, Hazardous Substances, Data Restoration, Water Damage - Delete any testing exclusion and In Use/Connected Ready for Use Exclusions and the word “Accident”
EDP equipment, software and media-including Business Income and Extra Expense for at least 90 days
Inadvertent Errors and Omissions for reporting of values and description of all properties including newly acquired and Equipment Breakdown
Exhibitions, Fairs, Trade Shows
Explosion
Extended Period of Indemnity for at least 120 days including Equipment Breakdown
Fine Arts
Fire Department service charge
Flood/Water Damage including, surface water, mudslides, leakage, overflow, sewer backup, and seepage, regardless of any other cause or event contributing concurrently or in any other sequence of loss.
Follow Form Endorsement for all excess policies
Full Waiver applicable to all carriers
Ingress/Egress at least 30 days and 5 miles
Time Element Interdependency
Joint Loss/Loss Adjustment Agreement if applicable
Landscaping, trees, shrubs, plants both inside and outside
Leasehold Interest
Liberalization Clause applicable to all appropriate carriers
MiscellaneousUnnamed Locations including Equipment Breakdown
Mobile Equipment
Mudslide and Landslide
120-day Notice of Cancellation, non-renewal and/or material change in policy provision
Ordinance or law including demolition, increased cost of construction, undamaged portion of the building and time to rebuild including Equipment Breakdown
Period of Restoration and Extended Period Restoration at least 120 days including Equipment Breakdown
Premium Adjustment Clause - 20% of TIV applicable to primary/lead layer only
Professional Fees
Proof of Loss One year
Protection and Preservation of property – Property Damage & Time Element
Property in Transit Pollution clean-up and removal (contamination) including new
acquired and miscellaneous unnamed locations
Property in the course of construction
Property off site
Rental Values including Equipment Breakdown
Riot, civil commotion including strikes and looting
Royalties, Commissions, Licensing Fees and Profits
Satellite Dish
Sonic Shock
Soft Cost including Equipment Breakdown
Sprinkler leakage
Subsidence, settling, cracking, shrinking and expansion
Sue & Labor
Temporary removal of property
Terrorism including Equipment Breakdown
Theft
Transportation
Utility Services - Direct & Indirect Damage including Overhead
Transmission/Communication and Distribution Lines for off Premises at least 25 miles
including Equipment Breakdown
Valuable Papers & Records
Vandalism/Malicious Mischief
Vehicles
Waiver of Subrogation
Windstorm

Knowledge of occurrence endorsement to read as follows:
“Knowledge of any occurrence, claim or suit by the agent, employee and the Insured
shall not in itself constitute knowledge of the Insured unless notice of such occurrence,
claim or suit shall have been received by the Risk Manager, City of Chicago. Notice to
broker shall be considered notice to insurer.”

II. FINE ART INCLUDING WORLDWIDE TRANSIT

INSURED
City of Chicago

MAILING ADDRESS
City of Chicago
Comptroller’s Office, Risk Management
333 South State Street, Room 400
Chicago, IL 60604

POLICY PERIOD
January 1, 2012 - January 1, 2013

LIMITS
$75,000,000 Per Occurrence
DEDUCTIBLE
Options: Fine Arts $5,000 & $10,000
Quote other options

COVERAGE TO INCLUDE BUT NOT LIMITED TO:
“All Risk” including Flood and Earthquake
Covered Property - Fine Arts and collectible objects of every description including but not limited to painting, etchings, drawings (including their frames, glasses & shadow boxes), photographs, ceramics, sculpture, pottery, rare books, manuscripts, porcelains, marble, bronze, antique furniture & jewelry, rugs, tapestries, statuary, and other bona fide works of art, or rarity, historic value, or artistic merit, an all associated property including but not limited to frames, crates, installation and de-installation materials as follows:
Property of the Insured;
Property of others offered as gifts to the Insured or for sale to the Insured and while awaiting formal acceptance by Trustee;
The Insured’s interest in residuary gifts and jointly owned property; and,
While on exhibition or otherwise, and while on transit
Property of Others on Loan to insured who is responsible to insure, covering “wall to wall” and while in transit and on exhibition
International Transportation and Exhibitions coverage for property of Insured and property others the insured is responsible to insure while at locations outside of the continental United States, Alaska, Hawaii, the District of Columbia and Canada.
Pay on behalf
Basic Valuation
Property of the Insured – current market value of the property at time of loss or damage
Property acquired or to be acquired – current market value of property at time of loss or damage
Premium Adjustment Clause 10%
Legal Liability/ including Defense Cost
Worldwide Transit Coverage
Debris Removal
Delete Protective Safeguard Provisions
Liberalization Clause
Protection and Preservation of property
Registration Papers and Records coverage/limit is in addition to the policy limits and without a deductible
Cost of Preparing Inventory coverage/limit is in addition to the policy limits and without a deductible
U.S. Indemnity Deductible coverage/limit is in addition to the policy limits and without a deductible
Reward Coverage/limit is in addition to the policy limits and without a deductible
Fire Department service charge/limit is in addition to the policy limits and without a deductible
Fire Extinguishing Systems Discharge coverage/limit is in addition to the policy limits and without a deductible
Property of Others Held for Sale coverage/limit is in addition to the policy limits and without a deductible
120-day Notice of Cancellation, non-renewal, and/or material change in policy provision
Pairs and Sets Valuation
Proof of Loss One Year
Delete any exclusion for Employee Dishonesty, Breakage, Packing Warranty and Exhibitions Errors & Unintentional Omissions including the location, description of property and reporting of values including newly acquired
General Provisions regarding Concealment, Misrepresentation or Fraud apply as respects action of the Named Insured only -
Coverage for Newly Acquired Property and Fine Arts including 120 days notice
Terrorism should include all locations of the insured
Knowledge of occurrence endorsement to read as follows:
“Knowledge of any occurrence, claim or suit by the agent, employee and the
Insured shall not in itself constitute knowledge of the Insured unless notice of such
occurrence, claim or suit shall have been received by the Risk Manager, City of
Chicago
III. UMBRELLA LIABILITY COVERAGE

INSURED
City of Chicago, Mayor’s Office of Special Events and the Department of Cultural Affairs Programs and Activities and all of their respective Officers, Elected Officials, Representatives, Volunteers and Employees

MAILING ADDRESS
City of Chicago,
Risk Management Office
333 South State Street, Room 400
Chicago, IL 60604

POLICY PERIOD
June 10, 2011 - June 10, 2012

LIMITS
$15,000,000 per Occurrence

DEDUCTIBLE / SELF INSURED RETENTION
$1,000,000 each occurrence/event with a $1,000,000 aggregate
Quote other options

COVERAGE TO INCLUDE BUT NOT LIMITED TO:
Additional Persons Insured, including fellow employees
Advertising Injury (include internet)
Amusement devices
Any exclusion for Athletic or Sports participants must be deleted
Automatic coverage for events with under 5000 attendees
Automobile Liability including Uninsured/Underinsured Motorist
Bodily Injury and Property Damage - Bodily Injury definition to include bodily injury, mental anguish and injury, fright, shock, Emotional upset, sickness or disease sustained by a person, including death resulting from any of these
Blanket Additional persons insured as required by contract
Blanket contractual to include oral, written and implied contracts or agreements and delete exclusion under personal injury
Blanket waiver of subrogation
Care, Custody and Control
Cross Liability/Separation of insureds
Defense costs in addition to policy limits and deductibles, if any
Delete any exclusion for railroad
Delete any applicable Mobile equipment (including but not limited to golf carts, fork lifts and Flatbed Cushmans) exclusions
Delete any exclusion for negligent hiring, supervision of a driver
Employees and volunteers as insureds
Employment related practices
Employers Liability – Delete any Occupational Disease Exclusion
Excess Provision – Vendors
Extended bodily injury to include assault and battery
Fire legal liability
Fireworks
Healthcare Professionals
Host liquor liability
Incidental malpractice liability (delete all exclusions)
Independent contractors
Liquor Liability including common law
No exclusion or restriction for vicarious liability of special event vendors serving/selling food or alcohol
Non-Auditable
Non-owned watercraft under 52 feet and aircraft
90-days notice of cancellation, non-renewal and/or material change
Participant Bodily Injury Sports and Participant Liability - Sports Including VIP's and Media Pay on behalf
Personal Injury definition to include shock, humiliation, harassment, alienation of affection, discrimination, false arrest, detention or imprisonment, malicious prosecution, wrongful eviction or entry, invasion of privacy, oral or written publication of material causing slander or libel
Premises/operations liability
Products/completed operations liability
Sexual abuse and molestation
Sign misdirection
Terrorism
Unintentional E & O/Failure to disclose hazards
Water Damage/Sprinkler Leakage legal liability
Knowledge of occurrence to read as follows:
“Knowledge of an occurrence, claim or suit by the agent employee of any Insured shall not in itself constitute knowledge of the Insured unless notice of such occurrence claim, or suit shall have been received by the Risk Manager, City of Chicago. Notice to Broker shall be considered notice to the insurer.”

IV. NON-OWNED AIRCRAFT LIABILITY

INSURED
The City of Chicago, Mayor’s Office of Special Events and all of their respective Officers, Elected Officials, Representatives, Volunteers and Employees

ADDITIONAL INSURED
Gary/Chicago Airport

MAILING ADDRESS
City of Chicago, Risk Management Office
333 South State Street, Room 400
Chicago, IL 60604

POLICY PERIOD
June 10, 2011 - June 10, 2012

LIMITS
Options:
$25,000,000 single limit including Passengers with Passenger Liability
$50,000,000 single limit including Passengers with Passenger Liability

DEDUCTIBLE
None

COVERAGE TO INCLUDE BUT NOT LIMITED TO:
Passenger Bodily Injury Liability
Defense in addition to policy limits and deductible, if any
Unintentional E & O/failure to disclose hazard
Knowledge of occurrence to read as follows:
“Knowledge of an occurrence, claim or suit by the agent employee of any Insured
shall not in itself constitute knowledge of the Insured unless notice of such occurrence claim, or suit shall have been received by the Risk Manager, City of Chicago. Notice to Broker shall be considered notice to the insurer.”

90-days notice of cancellation, material change and/or non-renewal
I. General Information

It is the City of Chicago’s intention to engage the selected Respondent on a flat fee basis. The City may, at its sole discretion, request affidavits from participating insurers certifying that no commission, contingency fees, discounts or any other income of any type have been paid to the selected Respondent.

II. Cost Proposal Requirements

Respondent must disclose the total cost of servicing the insurance program through the establishment of an overall fixed fee arrangement. If Respondent does not fully outline Respondent’s fee arrangement in this Proposal, the Respondent may be considered non-responsive to this RFP. The City expects the utmost service on this account and understands the amount of work and commitment that is needed. A competitive fee is encouraged and an obvious low fee is discouraged.

A) Indicate annual estimated costs for providing Services. Note: Proposed fee is subject to negotiation. Hourly fees are not acceptable. Respondent must provide information on how fee was derived.

Estimated Annual Fee for Property/Fine Arts Program Fee:
$__________________________

Estimated Annual Fee for Special Events and Cultural Affairs Liability Program:
$__________________________

Estimated Annual Fee for Special Events and Cultural Affairs Non-Owned Aircraft Liability Program:
$__________________________

Explain how this fee was derived.
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
EXHIBIT 3

COMPANY PROFILE INFORMATION

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

(1) Legal Name of Firm: _______________________________________________________
(2) Doing Business under Other Company Name?
   If yes, Name of Company: ___________________________________________________
(3) Headquarters Address: _______________________________________________________
(4) City, State, Zip Code: _____________________________________________________
(5) Web Site Address: _________________________________________________________
(6) Proposed Role:   □ Prime   □ Subcontractor/Subconsultant   □ Joint Venture Partner
                     □ Supplier or □ Other: _____________________________________________
(7) Number of Years in Business: _______________________________________________
(8) Total Number of Employees: ________________________________________________
(9) Total Annual Revenues separated by last 3 full fiscal years: _______________________
(10) Major Products and/or Services Offered: _______________________________________
(11) Other Products and/or Services: ____________________________________________
(12) Briefly describe your firm’s strategy for providing service solutions for a client:
     ____________________________________________________________________________
(13) Briefly describe your firm’s experience in Property/Special Events Insurance Brokerage
     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: _________________
(10) Initial Contract Amount: $__________ Final Contract Amount: $__________
(11) Describe how the client's goals were met. Describe the Property/Special Events Insurance Brokerage Services offered and implemented. Attach additional pages, as necessary.
                                                                                     ______________________________________________________
                                                                                     ______________________________________________________
                                                                                     ______________________________________________________
(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:
                                                                                     ______________________________________________________
                                                                                     ______________________________________________________
                                                                                     ______________________________________________________
(13) Is the client still utilizing the Property/Special Events Insurance Brokerage Services?
                                                                                     ______________________________________________________
                                                                                     ______________________________________________________
                                                                                     ______________________________________________________
(14) What was the cost/financing structure of the contract?
                                                                                     ______________________________________________________
EXHIBIT 5

SPECIAL CONDITIONS REGARDING MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) COMMITMENT AND SCHEDULES
I. Policy and Terms

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

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

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

- MBE Contract Goal: 25.0
- WBE Contract Goal: 5.0

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

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

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

F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.
II. Definitions

A. “Minority Business Enterprise” or “MBE” means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.

B. “Women Business Enterprise” or “WBE” means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.

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

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

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

E. “Joint Venture” means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.


III. Joint Ventures

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

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

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

IV. Counting MBE/WBE Participation Toward the Contract Goals

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

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

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

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

C. MBEs and WBEs who have been certified as “brokers” shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.

D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

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

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

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

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

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

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

A. Direct/Indirect Participation

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

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

   a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;

   b. A listing of all MBE/WBE firms contacted that includes:

       (1) Names, address and telephone numbers of MBE/WBE firms solicited;
       (2) Date and time of contact;
       (3) Method of contact (written, telephone, facsimile, etc.)

   c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:

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

   OR

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

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

       (1) A listing of all potential subcontractors contacted for a quotation on that work item;
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

(2) Prices quoted for the subcontract in question by all such potential subcontractors for that work item.

b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:

(1) The City’s estimate for the work under a specific subcontract;
(2) The bidder/proposer’s own estimate for the work under the subcontract;
(3) An average of the bona fide prices quoted for the subcontract;
(4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

B. Assist Agency Participation

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

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

C. Impracticability

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

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

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

VI. Procedure To Determine Bid Compliance

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

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

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

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

B. Letters of Certification.

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

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

C. Joint Venture Agreements.

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

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

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

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

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

VII. Reporting Requirements During The Term of The Contract

A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.

B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an “MBE/WBE Utilization Report,” indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt
either at the same time, or before the using Department receives the contractor’s final invoice. Final payments may be held until the Utilization Reports have been received.

**NOTICE: Do not submit invoices with “MBE/WBE Utilization Reports.”**

C. During the term of all other contracts, the contractor shall submit regular “MBE/WBE Utilization Reports,” a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor’s first “MBE/WBE Utilization Report” will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.

D. “MBE/WBE Utilization Reports” are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

**VIII. MBE/WBE Substitutions**

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

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

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

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

**IX. Non-Compliance and Damages**

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

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

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

X. Arbitration

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

B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the 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, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney’s and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the “Demand for Arbitration” within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

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

XII. Information Sources

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

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

**S.B.A. - Bond Guarantee Program**
Surety Bonds
500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

(312) 353-4003

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

Project information and general MBE/WBE information:

City of Chicago
Department of Procurement
Office of Vendor Relations
City Hall - Room 403
Chicago, Illinois  60602
Attention:  Robert P. Murphy
(312) 353-7381

City of Chicago
Department of Procurement
Contract Administration Division
City Hall - Room 403
Chicago, Illinois  60602
Attention:  Byron Whittaker
(312) 344-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

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

MBE/WBE Professional Services rev. 10/16/03 (dlh)
ATTACHMENT A – ASSIST AGENCY

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

Alliance of Business Leaders & Entrepreneurs (ABLE)
150 N. Michigan Ave. Suite 2800
Chicago, IL 60601
Phone: (312) 624-7733
Fax: (312) 624-7734
Web: www.ablechicago.com

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

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

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

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

Chicago Area Gay & Lesbian Chamber of Commerce
3656 N. Halsted
Chicago, IL 60613
Phone: (773) 303-0167
Fax: (773) 303-0168
Web: www.glchamber.org

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

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

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

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

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

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

Latin American Chamber of Commerce
3512 West Fullerton Avenue
Chicago, IL 60647
Phone: (773) 252-5211
Fax: (773) 252-7065
Web: www.latinamericanchamberofcommerce.com
National Association of Women Business Owners  
Chicago Chapter  
216 W. Jackson Blvd. Suite 625  
Chicago, IL 60606  
Phone: (312) 609-1300  
Fax: (312) 750-1203  
Web: www.nawbochicago.org

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

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

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

Women Construction Owners & Executives (WCOE)  
Chicago Caucus  
308 Circle Avenue  
Forest Park, IL 60130  
Phone: (708) 366-1250  
Fax: (708) 366-5418  
Web: www.wbdc.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 Women in Trades (CWIT)  
4425 S. Western Blvd.  
Chicago, IL 60609-3032  
Phone: (773) 376-1450  
Fax: (312) 942-0802  
Web: www.chicagowomenintrades.org

Coalition for United Community Labor Force  
2100 S. Indiana Ave. #218  
Chicago, IL 60605  
Phone: (773) 225-2085-86  
Fax: (773) 225-6742

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

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

Ralph G. Moore & Associates (RGMA)  
211 W. Wacker Dr., Suite 1050  
Chicago, IL 60606  
Phone: (312) 419-1911, 7251  
Fax: (312) 419-1918

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

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

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

West Side 2000  
1029 S. May  
Chicago, IL 60607  
Phone: (312) 563-0565

(July, 2009)
RETURN RECEIPT REQUESTED

(Date)

Re: Specification ________________________________
Description: ________________________________

(Assist Agency Name and Address)

Dear ____________:

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

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

__________________________________________
__________________________________________
__________________________________________

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

__________________________________________ at ________________________________
Name of Company Representative
Address/phone

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

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

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

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

Sincerely,

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

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

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

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

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

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

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

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

VI. Ownership of the Joint Venture:
   A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
      MBE/WBE ownership percentage(s) __________
      Non-MBE/WBE ownership percentage(s) __________
   B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
      1. Profit and loss sharing: ____________________________
      2. Capital contributions:
         (a) Dollar amounts of initial contribution: ____________________________
         (b) Dollar amounts of anticipated on-going contributions: ____________________________
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

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

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

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

A. Joint venture check signing:

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:
Schedule B: Affidavit of Joint Venture (MBE/WBE)

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

VIII. Financial Controls of joint venture:

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

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

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

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

<table>
<thead>
<tr>
<th>Trade</th>
<th>Non-MBE/WBE Firm (Number)</th>
<th>MBE/WBE (Number)</th>
<th>Joint Venture (Number)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</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.
**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

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

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

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

<table>
<thead>
<tr>
<th>Name of MBE/WBE Partner Firm</th>
<th>Name of Non-MBE/WBE Partner Firm</th>
</tr>
</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
Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor

Name of Project/Contract: __________________________
Specification Number: __________________________

From: __________________________
(Name of MBE/WBE Firm)

MBE: Yes____ No_____
WBE: Yes____ No_____

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

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

____ Sole Proprietor
____ Corporation
____ Partnership
____ Joint Venture

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

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

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

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________

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

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

____________________________________________________________________________________
(Signature of Owner or Authorized Agent)

____________________________________________________________________________________
Name/Title (Print)

____________________________________________________________________________________
Date

____________________________________________________________________________________
Phone

Rev. 9/03
SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

Project Name: __________________________

State of ________________________________

County (City) of __________________________

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

_______________________________________
Name of Prime Contractor/Contractor

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

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

I. MBE or WBE Prime Contractor/Contractor. If prime Contractor is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime Contractor as a MBE satisfies the MBE goal only. Certification of the prime Contractor as a WBE satisfies the WBE goal only.)

II. MBEs and WBEs as Joint Venturers. If prime Contractor is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.

III. MBE/WBE SubContractors. Complete for each MBE/WBE subContractor/subcontractor/supplier.

1. Name of MBE/WBE: ________________________________
   Address: _____________________________________________
   Contact Person: ___________________________ Phone: __________
   Dollar Amount of Participation $__________________________
   Percent Amount of Participation: __________% 

2. Name of MBE/WBE: ________________________________
   Address: _____________________________________________
   Contact Person: ___________________________ Phone: __________
   Dollar Amount of Participation $__________________________
   Percent Amount of Participation: __________% 

3. Name of MBE/WBE: ________________________________
   Address: _____________________________________________
   Contact Person: ___________________________ Phone: __________
Dollar Amount of Participation $________________________
Percent Amount of Participation:_________%

4. Name of MBE/WBE:__________________________________________________________
   Address:____________________________________________________________________
   Contact Person:_________________________ Phone: ______________
   Dollar Amount of Participation $________________________
   Percent Amount of Participation:_________%

5. Name of MBE/WBE:__________________________________________________________
   Address:____________________________________________________________________
   Contact Person:_________________________ Phone: ______________
   Dollar Amount of Participation $________________________
   Percent Amount of Participation:_________%

6. Name of MBE/WBE:__________________________________________________________
   Address:____________________________________________________________________
   Contact Person:_________________________ Phone: ______________
   Dollar Amount of Participation $________________________
   Percent Amount of Participation:_________%

7. Name of MBE/WBE:__________________________________________________________
   Address:____________________________________________________________________
   Contact Person:_________________________ Phone: ______________
   Dollar Amount of Participation $________________________
   Percent Amount of Participation:_________%

8. Attach additional sheets as needed.
IV. Summary of MBE Proposal:

<table>
<thead>
<tr>
<th>MBE Firm Name</th>
<th>Dollar Amount of Participation</th>
<th>Percent Amount of participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td>Total MBE Participation:</td>
<td>$____________</td>
<td>____________________________%</td>
</tr>
</tbody>
</table>

V. Summary of WBE Proposal:

<table>
<thead>
<tr>
<th>WBE Firm Name</th>
<th>Dollar Amount of Participation</th>
<th>Percent Amount of participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td></td>
<td>$___________________________</td>
<td>____________________________%</td>
</tr>
<tr>
<td>Total WBE Participation:</td>
<td>$____________</td>
<td>____________________________%</td>
</tr>
</tbody>
</table>

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

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

Name ________________________________ Phone Number: ________________________________

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

__________________________________________
Signature of Affiant (Date)

State of ________________________________
County of ________________________________

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

(Seal)

__________________________________________
Signature of Notary Public
MBE/WBE UTILIZATION REPORT

Utilization Report No. __________________________ Specification No. __________________________

Contract No. __________________________

Project Name: __________________________

STATE OF: __________________________
COUNTY (CITY) OF: __________________________

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the __________________________
and duly authorized representative of __________________________
(Address of Prime Contractor/Contractor) __________________________
(Phone) __________________________

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

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

<table>
<thead>
<tr>
<th>MBE/WBE FIRM NAME</th>
<th>GOODS/SERVICES PROVIDED</th>
<th>AMOUNT OF CONTRACT</th>
<th>AMOUNT PAID TO-DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Total MBE: $ __________________________

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

Name of Contractor: 

(Print or Type)

Signature: 

(Signature of affiant)

Name of Affiant: 

(Print or Type)

Date: 

(Print or Type)

State of ________________________________

County (City) of ____________________________

This instrument was acknowledged before me on ________________________(date)

by ________________________________ (name/s of person/s)

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

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

____________________________________

Signature of Notary Public

(Seal)
EXHIBIT 6

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

AND

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR INSURANCE BROKERAGE SERVICES FOR THE CITY OF CHICAGO PROPERTY/FINE ARTS AND SPECIAL EVENTS/CULTURAL AFFAIRS PROGRAM, SPECIFICATION NO. 85168A, 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 45.2, 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>
<tr>
<td>3.</td>
<td>Email address to correspond with the Online EDS system.</td>
</tr>
<tr>
<td>4.</td>
<td>Company Information:</td>
</tr>
<tr>
<td></td>
<td>a. Legal Name</td>
</tr>
<tr>
<td></td>
<td>b. FEIN/SSN</td>
</tr>
<tr>
<td></td>
<td>c. City of Chicago Vendor Number, if available.</td>
</tr>
<tr>
<td></td>
<td>d. Address and phone number information that you would like to appear on your EDS documents.</td>
</tr>
<tr>
<td></td>
<td>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.</td>
</tr>
</tbody>
</table>

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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>1. Invitation number, if you were provided with an invitation number.</td>
</tr>
<tr>
<td>_____</td>
<td>2. Site address that is specific to this EDS.</td>
</tr>
<tr>
<td>_____</td>
<td>3. Contact that is responsible for this EDS.</td>
</tr>
<tr>
<td>_____</td>
<td>4. EDS document from previous years, if available.</td>
</tr>
<tr>
<td>_____</td>
<td>5. Ownership structure, and if applicable, owners’ company information:</td>
</tr>
<tr>
<td>_____</td>
<td>a. % of ownership</td>
</tr>
<tr>
<td>_____</td>
<td>b. Legal Name</td>
</tr>
<tr>
<td>_____</td>
<td>c. FEIN/SSN</td>
</tr>
</tbody>
</table>
d. City of Chicago Vendor Number, if available.
e. Address

6. List of directors, officers, titleholders, etc. (if applicable).

7. For partnerships/LLC/LLP/Joint ventures, etc.:
   a. List of controlling parties (if applicable).

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

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

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

Q: **Who is the Disclosing Party?**

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

Q: **What is an entity or legal entity?**

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

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

A: “Person” means a human being.

Q: **Who must submit an EDS?**

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

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

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

A: The information contained in the Preparation Checklist for EDS submission.
Q: I don’t have a user ID & password. Can I still submit an Online EDS?

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

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

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

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

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

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

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or 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. 85168A 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 7

CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE
INSURANCE REQUIREMENTS

Insurance Brokerage Services
City of Chicago Property/Fine Arts Program
and
Mayor’s Office of Special Events/Cultural Affairs

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and (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.

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 Consultant must provide Automobile Liability Insurance with limits of not less than $1,000,000 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.

4) Professional Liability

When any 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 $1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
5) **Valuable Papers**

When any media, data, records, reports, files and other documents specifications 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.

**B. ADDITIONAL REQUIREMENTS**

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

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 Consultant.

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

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

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

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

Notwithstanding any 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.
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:

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

a. Each Insurance policy required by this agreement, excepting policies for worker’s compensation and professional liability, will read: “The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.”

b. The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c. Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d. The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

---

For City use only

Name of City Department requesting certificate: (Using Dept.)

Address:  ZIP Code:  Attention:
EXHIBIT 8

SAMPLE CITY OF CHICAGO PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF ______________________

AND

__________________________________

(Subject of Agreement)

RICHARD M. DALEY
MAYOR
# PROFESSIONAL SERVICES AGREEMENT

## TABLE OF CONTENTS

| Article 1. INCORPORATION OF BACKGROUND INFORMATION | 1 |
| Article 2. DEFINITIONS | 1 |
| 2.1 Definitions | 1 |
| 2.2 Interpretation | 2 |
| 2.3 Incorporation of Exhibits | 2 |
| Article 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT | 3 |
| 3.1 Scope of Services | 3 |
| 3.2 Deliverables | 3 |
| 3.3 Standard of Performance | 3 |
| 3.4 Personnel | 4 |
| 3.5 Minority and Women's Business Enterprises Commitment | 4 |
| 3.6 Insurance | 5 |
| 3.7 Indemnification | 5 |
| 3.8 Ownership of Documents | 6 |
| 3.9 Copyright Ownership | 6 |
| 3.10 Records and Audits | 7 |
| 3.11 Confidentiality | 8 |
| 3.12 Assignments and Subcontracts | 9 |
| Article 4. DURATION OF AGREEMENT | 10 |
| 4.1 Term of Performance | 10 |
| 4.2 Timeliness of Performance | 10 |
| 4.3 Agreement Extension Option | 11 |
| Article 5. COMPENSATION | 11 |
| 5.1 Basis of Payment | 11 |
| 5.2 Method of Payment | 11 |
| 5.3 Funding | 11 |
| 5.4 Non-Appropriation | 12 |
| Article 6. DISPUTES | 12 |
| Article 7. COMPLIANCE WITH ALL LAWS | 12 |
| 7.1 Compliance with All Laws Generally | 12 |
| 7.2 Nondiscrimination | 13 |
| 7.3 Inspector General | 14 |
| 7.5 MacBride Ordinance | 15 |
| 7.6 Business Relationships with Elected Officials | 15 |
| 7.7 Chicago "Living Wage" Ordinance | 16 |
| 7.8 Environmental Warranties and Representations | 17 |
| 7.9 Prohibition on Certain Contributions | 17 |
| 7.10 Firms Owned or Operated by Individuals with Disabilities | 19 |
| 7.11 Deemed Inclusion | 19 |
| 7.12 False Statements | 19 |
| Article 8. SPECIAL CONDITIONS | 20 |
List of Exhibits

EXHIBIT 1    SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
EXHIBIT 2    SCHEDULE OF COMPENSATION
EXHIBIT 3    SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT AND SCHEDULES
EXHIBIT 4    ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT AND APPENDIX A
EXHIBIT 5    INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
EXHIBIT 6    CONTRACTUAL REQUIREMENTS RELATED TO HIPAA
EXHIBIT 7    LIST OF KEY PERSONNEL
AGREEMENT

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

BACKGROUND INFORMATION

_________________________________________________
_________________________________________________
_________________________________________________

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

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

ARTICLE 1. INCORPORATION OF BACKGROUND INFORMATION

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

TERMS AND CONDITIONS

ARTICLE 2. DEFINITIONS

2.1 Definitions

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

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 3.1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment under Section 10.3 of this Agreement before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

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

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.
"Commissioner" means the Commissioner of the Department of ________________, and any representative authorized in writing to act on the Commissioner's behalf.

"Department" means the City Department of ________________.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

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

2.2 Interpretation

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

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

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

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

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

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

2.3 Incorporation of Exhibits

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

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

3.1 Scope of Services

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

3.2 Deliverables

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 9.1.

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

3.3 Standard of Performance

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

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

If Consultant fails to comply with the foregoing standards, Consultant must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See subsection 9.1 (b)(ii) regarding failure to comply with licensure requirements.

3.4 Personnel

(a) Adequate Staffing

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

(b) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.4(b). The Department may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in Exhibit 7.

(c) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.5 Minority and Women's Business Enterprises Commitment
In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), §§ 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Consultant must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

3.6 Insurance

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

3.7 Indemnification

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

(i) injury, death or damage of or to any person or property;

(ii) any infringement or violation of any property right (including any patent, trademark or copyright);

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

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

(v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

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

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

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

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 5 of this Agreement.

3.8 Ownership of Documents

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

3.9 Copyright Ownership

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist, and of all rights to apply for copyright registration or prosecute any claim of infringement.

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

3.10 Records and Audits

(a) Records

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

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with Article 11.

(b) Audits

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

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.
(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

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

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

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

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

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

3.11 Confidentiality

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.
(b) Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Consultant is presented with a request for documents by any administrative agency or with a 

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

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in Exhibit 6 will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act). See 45 CFR parts 160, 162 and 164. Consultant and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in Exhibit 6.

3.12 Assignments and Subcontracts

(a) Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement: (i) unless otherwise provided for elsewhere in this Agreement; or (ii) without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer, including approvals for the use of any Subcontractors, operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

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

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

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

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

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

ARTICLE 4. DURATION OF AGREEMENT

4.1 Term of Performance

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

4.2 Timeliness of Performance

   (a) Consultant must provide the Services and Deliverables within the time limits required under any task order or request for services pursuant to the provisions of Section 3.1 and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the required time limits may result in economic or other losses to the City.
(b) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4.3 Agreement Extension Option

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

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

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

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 3.3.

5.2 Method of Payment

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

5.3 Funding

The source of funds for payments under this Agreement is Fund number __________. Payments under this Agreement must not exceed $ ______________ without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.
5.4 Non-Appropriation

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

5.5 Subcontractor Payments

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

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

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

ARTICLE 6. DISPUTES

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

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally
The Consultant understands and will abide by the terms of Chapter 2-55 of the Municipal Code of Chicago. The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago. Failure by the Consultant or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement.

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 7, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Further, Consultant must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit 4. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

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

7.2 Nondiscrimination

(a) Consultant

Consultant must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups.

(i) Federal Requirements

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

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

(ii) State Requirements

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

(iii) City Requirements

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

(b) Subcontractors

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

7.3 Inspector General

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

7.4 Office of Compliance

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

7.5 MacBride Ordinance

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

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

The provisions of this Section 7.5 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

7.6 Business Relationships with Elected Officials

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

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

7.7 Chicago "Living Wage" Ordinance

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

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

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

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

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

(c) As of July 1, 2010, the Base Wage is $11.03 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the Department of Procurement Services. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.
(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of subsections (a) through (d) above do not apply.

7.8 Environmental Warranties and Representations

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

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

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

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

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

7.9 Prohibition on Certain Contributions

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

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

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

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Contractor's bid.

For purposes of this provision:

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

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

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

Individuals are “Domestic Partners” if they satisfy the following criteria:
(A) they are each other’s sole domestic partner, responsible for each other’s common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
   1. The partners have been residing together for at least 12 months.
   2. The partners have common or joint ownership of a residence.
   3. The partners have at least two of the following arrangements:
      a. joint ownership of a motor vehicle;
      b. a joint credit account;
      c. a joint checking account;
      d. a lease for a residence identifying both domestic partners as tenants.
   4. Each partner identifies the other partner as a primary beneficiary in a will.

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

7.10 Firms Owned or Operated by Individuals with Disabilities

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

7.11 Deemed Inclusion

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

7.12 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

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

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

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

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

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

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
(f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.2 and 9.3 of this Agreement; and

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

8.2 Ethics

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

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

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

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

8.3 Joint and Several Liability

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

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

8.5 Conflicts of Interest

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

(b) Consultant represents that it, and to the best of its knowledge, its Subcontractors if any (Consultant and Subcontractors will be collectively referred to in this Section 8.5 as "Consulting Parties"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

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

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

(e) Further, Consulting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in Section 3.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consulting Parties’ services for others conflict with the Services that Consulting Parties are to render for the City under this Agreement, Consulting Parties must terminate such other services immediately upon request of the City.

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

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

8.7 EDS / Certification Regarding Suspension and Debarment

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

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

9.1 Events of Default Defined

The following constitute events of default:

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

(b) Consultant's failure to perform any of its obligations under this Agreement including the following:

   (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

   (ii) Failure to have and maintain all professional licenses required by law to perform the Services;

   (iii) Failure to timely perform the Services;

   (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

   (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
(vi) Discontinuance of the Services for reasons within Consultant's reasonable control;

(vii) Failure to comply with Section 7.1 in the performance of the Agreement;

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

(ix) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law), which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Consultant's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Consultant acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Consultant's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

(f) Consultant's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under Section 7.1(a).

9.2 Remedies

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

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.2 and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice,
and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

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

(i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 9.2;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Consultant's compensation under this Agreement;

(vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City;

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

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

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

9.3 Early Termination
(a) In addition to termination under Sections 9.1 and 9.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

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

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

9.4 Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds
45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 9.3.

9.5 Right to Offset

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

   (i) if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

   (ii) if the City exercises any of its remedies under Section 9.2 of this Agreement;

   (iii) if the City has any credits due or has made any overpayments under this Agreement.

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

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

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

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

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

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

(c) **No Omissions**

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

10.2 **Counterparts**

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

10.03 **Changes, Modifications, and Amendments**

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.03. This Section, 10.03, does not apply, however, to Agreement extensions governed by section 4.03, *Agreement Extension Option*.

10.4 **Governing Law and Jurisdiction**

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

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

10.5 Severability

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

10.6 Assigns

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

10.7 Cooperation

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

10.8 Waiver

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

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

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

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

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

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

(c) SHAKMAN

(i) The City is subject to the May 31, 2007 Order entitled “Agreed Settlement Order and Accord” (the “Shakman Accord”) and the August 16, 2007 “City of Chicago Hiring Plan” (the “City Hiring Plan”) entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.
(iii) Consultant will not condition, base, or knowingly prejudice or affect any
term or aspect of the employment of any personnel provided under this
Agreement, or offer employment to any individual to provide services under this
Agreement, based upon or because of any political reason or factor, including,
without limitation, any individual's political affiliation, membership in a political
organization or party, political support or activity, political financial contributions,
promises of such political support, activity or financial contributions, or such
individual's political sponsorship or recommendation. For purposes of this
Agreement, a political organization or party is an identifiable group or entity that
has as its primary purpose the support of or opposition to candidates for elected
public office. Individual political activities are the activities of individual persons in
support of or in opposition to political organizations or parties or candidates for
elected public office.

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

10.10 Electronic Ordering and Invoices

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

10.11 Participation by Other Local Government Agencies

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

ARTICLE 11. NOTICES

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

If to the City:  __________________________________________
_____________________________________________________
Chicago, Illinois 60602
Attention: Commissioner

and

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

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

If to Consultant:  _______________________________________
_____________________________________________________
Attention:____________________________________________

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

ARTICLE 12. AUTHORITY
Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

[Signature Pages, Exhibits and Schedules follow.]
SIGNATURE PAGE

SIGNED at Chicago, Illinois:

CITY OF CHICAGO

By: ______________________________
    Mayor

__________________________________
    Comptroller

__________________________________
    Chief Procurement Officer

__________________________________
(CONSULTANT\(^1\))

By: ______________________________

Its: ______________________________

Attest: ____________________________

State of __________________________

County of __________________________

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

________________________________________
(Signature of Notary Public)           Seal:

Commission Expires: ____________________

\(^1\)If Consultant is a joint venture or other legal entity for which this signature format is inappropriate, please substitute an appropriate signature page with appropriate attestation and notarization.
EXHIBIT 1
SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE
EXHIBIT 2
SCHEDULE OF COMPENSATION
EXHIBIT 3
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES
EXHIBIT 4
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT AND APPENDIX A
EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE
EXHIBIT 6
CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

The terms below that are capitalized and in bold have the same meanings as set forth in the Health Insurance Portability and Accountability Act. See 45 CFR parts 160 and 164.

1. Consultant must not use or further disclose Protected Health Information (“PHI”) other than as permitted or required by this Agreement or as Required by Law. (http://www.hhs.gov/ocr/hipaa/)

2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.

3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.

4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.

5. Consultant must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.

6. If the Consultant has PHI in a Designated Record Set then Consultant must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.

7. If the Consultant has PHI in a Designated Record Set then Consultant must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.

8. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant on behalf of City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City’s compliance with the Privacy Rule.

9. Consultant must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

10. Consultant must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

11. Consultant must either return all PHI to the City or destroy it, at the City’s option, upon termination or expiration of this Agreement.

12. Consultant must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.

13. Consultant must ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.

14. Consultant must report to the City any security incident of which it becomes aware.
EXHIBIT 7
LIST OF KEY PERSONNEL