

EXHIBITS

for

City of Chicago Violation, Noticing and Adjudication Business Process and System Support

RFP

Specification No. 92488

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Exhibit 1: Technical Architecture Summary

Production Application Server

VPSPRD1—IBM p660 Midrange Server

- **Hardware**
 - ❑ IBM 7026-6M1—4 CPUs
 - ❑ 8 Gigabytes Memory
 - ❑ 2-36 Gigabyte Internal Disk Drives (mirrored)
 - ❑ 2—IBM SSA DASD Drawers—584 Gigabytes—Shared with VPSPRD2 (RAID 5)
- **Software**
 - ❑ AIX v5.3
 - ❑ IBM HTTP Server
 - ❑ WebSphere Application Server v6.1
 - ❑ LDAP & DB2
 - ❑ Tivoli monitoring, backup and scheduling tools
- The primary usage of this server is to run three WebSphere instances running Java applications: CANVAS, Web Payments and batch

Production Database Server

VPSPRD2—IBM p660 Midrange Server

- **Hardware**
 - ❑ IBM 7026-6M1—4 CPUs
 - Dual Power Supplies
 - ❑ 8 Gigabytes Memory
 - ❑ 2-36 Gigabyte Internal Disk Drives (mirrored)
 - ❑ 2—IBM SSA DASD Drawers—584 Gigabytes—Shared with VPSPRD1 (RAID 5)
 - ❑ ESS800 attached via SAN switches
 - ❑ DS5300 attached via SAN switches
- **Software**
 - ❑ AIX v5.3
 - ❑ Oracle 10g
 - ❑ Tivoli monitoring, backup and scheduling tools
- The primary usage of this server is to run an instance of the Oracle database.

Production HTTP Server for Web Site

Internet Facing System

Web Payments and Ticket Search:

- DMZ HTTP Server:
 - VPSHPRD—IBM pSeries p510
 - 1-core 2.1 GHz POWER5+ Processor Card
 - 2 GB RAM
 - AIX v5.3
 - IBM HTTP Server
- Application server use VPSPRD1

Production Reporting Database Server

VPSRPT1

- Hardware
 - IBM p630 7028-6E4 Server
 - Dual Power Supplies
 - 16 Gigabytes Memory
 - 6 CPUs
 - Software
 - AIX v5.3
 - Oracle 10g
 - Tivoli monitoring, backup and scheduling tools

Production Voice Response Unit

VRU Server—VPSVRU:

- Hardware
 - IBM p44 7044-170
 - 1 Gigabyte Memory
 - 36.4 Gigabytes of Disk
 - ARTIC Card
- Software
 - AIX v5.3
 - WebSphere Voice Response (WVR) v4.2

Test and backup VRU server:

- Mirror of production

Application Development Environment

VPSDEV1

- **Hardware**
 - ❑ IBM 7026-6M1—2 CPUs
 - ❑ 8 Gigabytes Memory
 - ❑ 2-36 Gigabyte Internal Disk Drives (mirrored)
 - ❑ 1—IBM SSA DASD Drawer—292 Gigabytes—(RAID 5)
 - ❑ DS5000 connected via SAN switches
- **Software**
 - ❑ AIX v5.3
 - ❑ Oracle 10g
 - ❑ Tivoli monitoring & backup tools
- The primary usage of this server is for development and testing of Core System applications. There are two Oracle databases running—a development and staging system.

VPSHDEV

- IBM pSeries p510
- 1-core 2.1 GHz POWER5+ Processor Card
- 2 GB RAM
- AIX v5.3
- IBM HTTP Server

VPSWEB1

- **Hardware**
 - ❑ IBM 7026-M80—4 CPUs
 - ❑ 8 Gigabytes Memory
 - ❑ 2-36 Gigabyte Internal Disk Drives (mirrored)
 - ❑ 4—18.2 GB IBM SSA DASD Drives (mirrored)
- **Software**
 - ❑ AIX v5.3
 - ❑ IBM HTTP Server
 - ❑ WebSphere Application Server v6.1
 - ❑ LDAP & DB2
 - ❑ Oracle Reports
 - ❑ Tivoli monitoring, backup and scheduling tools
- The primary usage of this server is for development and testing of Core System applications. There are five WebSphere instances running for java applications: Java batch, a set of CANVAS and Web Payments applications for development and a set for staging.

Exhibit 2: Asset Inventory List

The following is a current list of all city-owned hardware which directly relate to the CANVAS operations.

Item	Machine /Type/Model	Description
1	MT2834BL	33.6 K MODEM
2	9117-570	CMOD
3	7311-D20	CMOD
4	7311-D20	CMOD
5	4363-4BU	CPCAMIMG
6	4368-34U	CPPCAGW
7	4368-34U	CPPCPRD1
8	4368-34U	CPRSA01
9	PP-002	CUTTER/DOUBLE
10	DELL M993S	DELL MONITOR
11	DELL DHM	DELL WORKSTATION
12	8310-27U	DESKTOP
13	6331/6.4DOM	DESKTOP
14	DELL	DESKTOP
15	8113-DCU	DESKTOP
16	8113-DCU	DESKTOP
17	8113-DCU	DESKTOP
18	8113-DCU	DESKTOP
19	8113-DCU	DESKTOP
20	8113-DCU	DESKTOP
21	8113-DCU	DESKTOP
22	8113-DCU	DESKTOP
23	8113-DCU	DESKTOP
24	8113-DCU	DESKTOP
25	8113-DCU	DESKTOP
26	8113-DCU	DESKTOP
27	8113-DCU	DESKTOP
28	8113-DCU	DESKTOP
29	8113-DCU	DESKTOP
30	8113-DCU	DESKTOP
31	8113-DCU	DESKTOP
32	8113-DCU	DESKTOP
33	8113-DCU	DESKTOP
34	8113-DCU	DESKTOP
35	8310-27U	DESKTOP
36	2292-22U	DESKTOP
37	DELL DHM	DESKTOP
38	8310-27U	DESKTOP
39	DELL DHM	DESKTOP
40	2292-22U	DESKTOP

Item	Machine /Type/Model	Description
41	8310-27U	DESKTOP
42	8310-27U	DESKTOP
43	8310-27U	DESKTOP
44	8310-27U	DESKTOP
45	8310-27U	DESKTOP
46	8310-27U	DESKTOP
47	DELL	DESKTOP
48	8310-27U	DESKTOP
49	2292-22U	DESKTOP
50	2292-22U	DESKTOP
51	8113-DCU	DESKTOP
52	NCR REMITTANCE MACHINE	ENCODER
53	CANON SUPER G3	FAX PRINTER
54	CANON SUPER G3	FAX-PRINTER
55	NOKIA IP390	FIREWALL-1
56	NOKAI IP390	FIREWALL-2
57	DC5100SFF	HP COMPAQ WORKSTATION
58	HPL1706	HP FLAT MONITOR
59	CiscoWS-C3750-24TS	L3 SWITCH
60	DELL LATITUDE D630	LAPTOP
61	3584-L32	LIBRARY RACK
62	EYECOME PRNT MASTER 1000	MICHROFICHE
63	EYECOM PRINTMASTER	MICROFICHE
64	7014-T42	MIDRANGE RACK
65	US ROBOTICS 56K MODEM	MODEM
66	CM800U-512	MONITOR
67	4943-HC1	MONITOR
68	COMPAQ V55	MONITOR
69	6634-4AN	MONITOR
70	6634-4AN	MONITOR
71	6546-0AN	MONITOR
72	HITACHI MONITOR	MONITOR
73	CM800U-512	MONITOR
74	CM800U-512	MONITOR
75	6634-4AN	MONITOR
76	6382-01N	MONITOR
77	8827-4AN	MONITOR
78	3153-BA3	MONITOR
79	3153-BA3	MONITOR

Item	Machine /Type/Model	Description
80	DELL MONITOR	MONITOR
81	9417-AB1	MONITOR
82	6550-63N	MONITOR
83	9417-AC1	MONITOR
84	9417-AC1	MONITOR
85	DELL MONITOR	MONITOR
86	9417-AC1	MONITOR
87	9417-AC1	MONITOR
88	CM800U-512	MONITOR
89	9417-AC1	MONITOR
90	9417-AC1	MONITOR
91	CM800U-512	MONITOR
92	9417-AC1	MONITOR
93	9417-AC1	MONITOR
94	6546-OAN	MONITOR
95	9417-AC1	MONITOR
96	9417-AC1	MONITOR
97	9417-AC1	MONITOR
98	CM800U-512	MONITOR
99	5720-PE1127	MONITOR
100	6634-4AN	MONITOR
101	CM800U-512	MONITOR
102	DELL	MONITOR

Item	Machine /Type/Model	Description
103	9417-AC1	MONITOR
104	9417-AC1	MONITOR
105	9417-AC1	MONITOR
106	9417-AB1	MONITOR
107	9417-AC1	MONITOR
108	9417-AC1	MONITOR
109	DELL E176FPF	MONITOR
110	9417-AC1	MONITOR
111	9417-AC1	MONITOR
112	6331-N2N/B	MONITOR
113	DELL M783S	MONITOR
114	E173FP	MONITOR
115	DELL E172FPI	MONITOR
116	DELL MONITOR	MONITOR
117	DELL MONITOR	MONITOR
118	CM800U-512	MONITOR
119	CM800U-512	MONITOR
120	6739-60N	MONITOR
121	6737-66N	MONITOR-SHARK
122	3520-1RU	NETFINIITY STORAGE
123	CISCO POWER SUPPLY	POWER SUPPLY
124	HP LASER JET 6P	PRINTER
125	HP 5N	PRINTER

Item	Machine /Type/Model	Description
126	HP5P	PRINTER
127	HP 4000	PRINTER
128	HP 1320n	PRINTER
129	HP OFFICE JET	PRINTER / SCANNER
130	7014-T00	RACK
131	7014-T00	RACK
132	2292-22U	REMAILC01
133	2005-B16	SAN SWITCH
134	2005-B16	SAN SWITCH
135	HP FLATBED SCANNER	SCANNER
136	SPECTRUM RS232	SERIES A CONVERTER
137	2105-800	Shark Storage Unit
138	7133-D20	SSA DISK
139	7133-D40	SSA DISK
140	7133-D40	SSA DISK
141	7133-D40	SSA DISK
142	CISCO 2950	SWITCH
143	CISCO 2950	SWITCH
144	CISCO 2950	SWITCH
145	CISCO 2950	SWITCH
146	CISCO 2950	SWITCH
147	CISCO 2950	SWITCH
148	NORTEL 5520 BAYSTACK	SWITCH
149	NORTEL 470 BAYSTACK	SWITCH
150	3583-L18	TAPE DRIVE
151	IBM WHEELWRITER 6	TYPEWRITER
152	GCS138	Ultra KVM Switch
153	7026-6M1	VPSDEV1
154	7310-CR3	VPSHMC2
155	7026-6M1	VPSPRD1
156	7026-6M1	VPSPRD2
157	7028-6E1	VPSTSM1
158	7044-170	VPSVRU
159	DELL DHM	WORKSTATION

Item	Machine /Type/Model	Description
160	8482-HUG	WORKSTATION - SHARK
161	8482-1SU	X-SERIES 205

END OF EXHIBIT 2.

Exhibit 3: Ticket Process Workflow

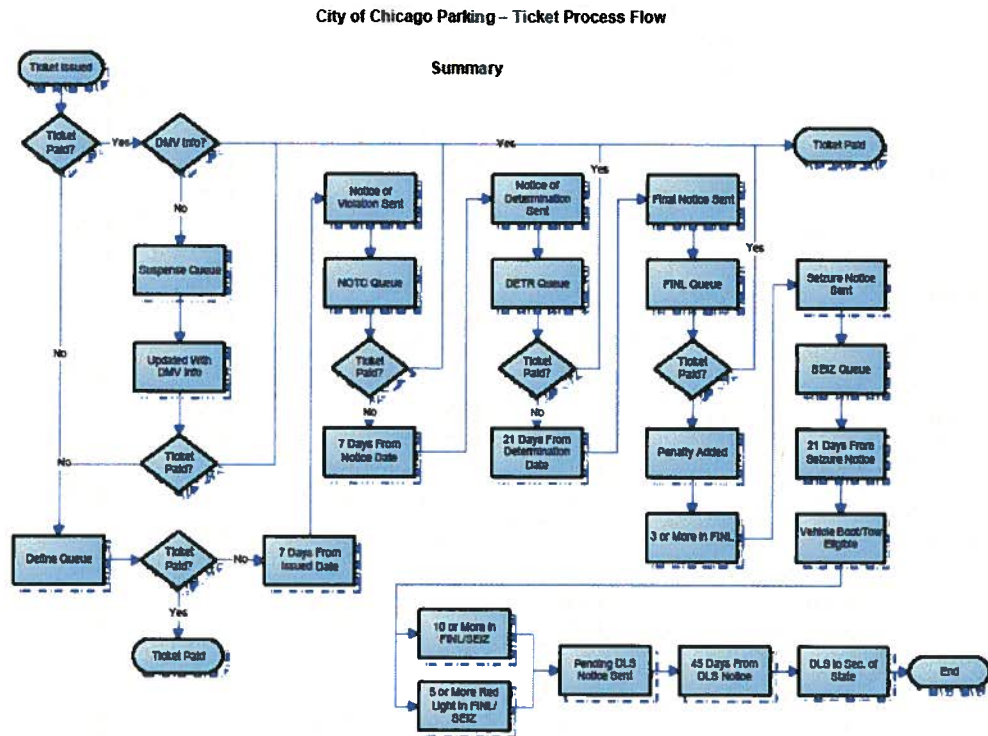


Exhibit 4: Software and Licensees

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
1		7-Zip	v4	Utilized for File Compression	OPENSOURCE	IBM	
2		7-Zip	v4	Utilized for File Compression	OPEN SOURCE	IBM	
3		7-Zip	v4	Utilized for File Compression	OPEN SOURCE	IBM	
4		7-Zip	v4	Utilized for File Compression	OPENSOURCE	IBM	
5		7-Zip	v4	Utilized for File Compression	OPENSOURCE	IBM	
6		7-Zip	v4	Utilized for File Compression	OPEN SOURCE	IBM	
7		7-Zip	v4	Utilized for File Compression	OPEN SOURCE	IBM	
8		7-Zip	v4	Utilized for File Compression	OPENSOURCE	IBM	
9		Adobe Reader	v9	Application Utilized to Display PDF Files	ADOBE	IBM	
10		Adobe Reader	v9	Application Utilized to Display PDF Files	ADOBE	IBM	
11		Adobe Reader	v8	Application Utilized to Display PDF Files	ADOBE	IBM	
12		Adobe Reader	v8	Application Utilized to Display PDF Files	ADOBE	IBM	
13		Adobe Reader	v7	Application Utilized to Display PDF Files	ADOBE	IBM	
14		Adobe Reader	v7	Application Utilized to Display PDF Files	ADOBE	IBM	
15		Adobe Reader	v9	Application Utilized to Display PDF Files	ADOBE	IBM	
16		Adobe Reader	v9	Application Utilized to	ADOBE	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
				Display PDF Files			
17		Adobe Reader	v9	Application Utilized to Display PDF Files	ADOBE	IBM	
18		Adobe Reader	v9	Application Utilized to Display PDF Files	ADOBE	IBM	
19		Adobe Reader	v6	Application Utilized to Display PDF Files	ADOBE	IBM	
20	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Production HTTP Server (External Website Access Server)
21	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Test HTTP Server (External Website Access Server)
22	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Production Application Server
23	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Development/Staging Application Server
24	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Production Database Server
25	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Development/Staging Database Server
26	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Production Reporting Server
27	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Production Voice Response Unit
28	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Test Voice Response Unit

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
29	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Content Manager on Demand - Production Imaging (Index Server)
30	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Content Manager on Demand - Production Imaging (Object Server)
31	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Content Manager on Demand - Test Imaging (Index & Object Server)
32	UNIX	AIX Operating System	v5.3 TL07	Operating System	IBM	IBM	Tivoli Storage Manager Server
33		AntiVirus	v9	Utilized for Server Security	SYMANTEC	IBM	
34		AntiVirus	v9	Utilized for Server Security	SYMANTEC	IBM	
35		Ascent Capture 9.0 Server	v9	Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
36		Ascent Capture 9.0 Server	v9	Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
37		Ascent Capture for Content Manager		Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
38		Ascent Capture for Content Manager		Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
39		CMOD for	v7.2.7	Application Utilized for	IBM	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
		Windows		Content Management			
40		Content Manager Client for Windows	v7	Application Utilized for Content Management	IBM	IBM	
41		Content Manager Client for Windows	v7.2.7	Application Utilized for Content Management	IBM	IBM	
42		Content Manager on Demand	v7.2	Middleware/Application Component to Display/Manage Image Data	IBM	IBM	
43		Content Manager on Demand	v7.2	Middleware/Application Component to Display/Manage Image Data	IBM	IBM	
44		Content Manager on Demand	v7.2	Middleware/Application Component to Display/Manage Image Data	IBM	IBM	
45		Content Manager OnDemand32	v7.2.7	Application Utilized for Content Management	IBM	IBM	
46		Content Manager OnDemand32	v7.2.7	Application Utilized for Content Management	IBM	IBM	
47		DB2 Enterprise Server	v9.1.0.10	Database Component for User Access Control	IBM	IBM	
48		DB2 Enterprise Server	v9.1.0.10	Database Component for User Access Control	IBM	IBM	
49		DB2 Enterprise Server	v9.1.0.10	Database Component to Control Image Data	IBM	IBM	
50		DB2 Enterprise Server	v9.1.0.10	Database Component to Control Image Data	IBM	IBM	
51		DB2 Enterprise Server	v9.1.0.10	Database Component to Control Image Data	IBM	IBM	
52		DB2 Information Integrator for Content V8.3		Database Component to Manage Content	IBM	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
53		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
54		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
55		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
56		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
57		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
58		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
59		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
60		Endpoint Protection	v11	Utilized for Server Security	SYMANTEC	IBM	
61		Endpoint Protection	v11.0	Utilized for Server Security	SYMANTEC	IBM	
62		Endpoint Protection	v11	Utilized for System Security	SYMANTEC	IBM	
63		Endpoint Protection	v11.0	Utilized for Server Security	SYMANTEC	IBM	
64		Endpoint Protection	v11.0	Utilized for Server Security	SYMANTEC	IBM	
65		Eraser	v1	Utilized for File Deletion	OPEN SOURCE	IBM	
66		Eraser	v1	Utilized for File Deletion	OPEN SOURCE	IBM	
67		Eraser	v1	Utilized for File Deletion	OPEN SOURCE	IBM	
68		Eraser	V5.86	Utilized for File Deletion	OPENSOURCE	IBM	
69		Eyes & Hands FLEXIm Server		Application Component Utilized to Scan Documents and Complete Data Capture	READSOFT	IBM	
70		Eyes & Hands FLEXIm Server		Application Component Utilized to Scan Documents and	READSOFT	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
				Complete Data Capture			
71		Eyes & Hands FORMS	v5.3	Application Component Utilized to Scan Documents and Complete Data Capture	READSOFT	IBM	
72		Eyes & Hands FORMS	v5.3	Application Component Utilized to Scan Documents and Complete Data Capture	READSOFT	IBM	
73		GnuPG For Windows	v1	Utilized for File Encryption	OPENSOURCE	IBM	
74		GnuPG for Windows	v1.1.3	Utilized for File Encryption	OPEN SOURCE	IBM	
75		GnuPG for Windows	v1.1.3	Utilized for File Encryption	OPEN SOURCE	IBM	
76		GnuPG for Windows	v1.1.3	Utilized for Encryption of Files	OPEN SOURCE	IBM	
77		HTTP Server	v6.1.0.27	Middleware Component for Managing Access to External Facing Website	IBM	IBM	
78		HTTP Server	v6.1.0.27	Middleware Component for Managing Access to External Facing Website	IBM	IBM	
79		HTTP Server	v6.1.0.27	Middleware Component for Managing Access to External Facing Website	IBM	IBM	
80		HTTP Server	v6.1.0.27	Middleware Component for Managing Access to External Facing Website	IBM	IBM	
81		IBM WebSphere MQ	v6	Middleware Component to Manage Transactions for Processing by the Credit Card Authorization Application	IBM	IBM	
82		IPSwitch WS FTP Professional	2007	Application Utilized for File Transfer Protocol Processing	LPSWITCH	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
83		Ipswitch WS_FTP Professional	2007	Application Utilized for File Transfer Protocol Processing	LPSWITCH	IBM	
84		Ipswitch WS_FTP Professional 2007	v11	Application Utilized for File Transfer Protocol Processing	LPSWTICH	IBM	
85		Ipswitch WS_FTP Server	v5	Application Utilized for File Transfer Protocol Processing	LPSWTICH	IBM	
86		IrfanView	v3.98	Utilized to View Files	OPENSOURCE	IBM	
87		IRfanView	v4.1	Utilized to View Files	OPEN SOURCE	IBM	
88		J2SE Runtime Environment 5.0	Update 6	Utilized for Java Runtime	SUN	IBM	
89		Java SDK 32 bit	v1.5	Java Development Kit	SUN	IBM	
90		Java SDK 32 bit	v1.5	Java Development Kit	SUN	IBM	
91		JRE	v1.4.2	Utilized for Java Runtime	IBM	IBM	
92		JRE	v1.4.0	Utilized for Java Runtime	IBM	IBM	
93		JRE	v1.4.0	Utilized for Java Runtime	IBM	IBM	
94		LinkFE v1	v1	Application Utilized to Obtain Credit Card Authorizations	HEARTLAND PAYMENT SYSTEMS	IBM	
95		LinkFE v1	v1	Application Utilized to Obtain Credit Card Authorizations	HEARTLAND PAYMENT SYSTEMS	IBM	
96		Microsoft Office Access 2003	v11	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
97		Microsoft Office Access 2003	v11	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
98		Microsoft Office Access 2003	v11	Database Component Utilized to Manage Image Upload	MICROSOFT	IBM	
99		Microsoft Office Access 2003	v11.0	Database Component for Manage Storage of Scan	MICROSOFT	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
				Documents			
100		Microsoft Office Access 2003	v11.0	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
101		Microsoft Office XP Standard	v10	Application Utilized for Word Processing, Spreadsheet, and Presentations	MICROSOFT	IBM	
102		Microsoft Office XP Standard Excel and Word		Application Utilized for Word Processing, Spreadsheet, and Presentations	MICROSOFT	IBM	
103		Microsoft SQL Server 2000	v.8.0	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
104		Microsoft SQL Server 2000	v.8.0	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
105		Microsoft SQL Server 2005	v9.0	Database Component for Creditron Mail-In Payment Processing Application	MICROSOFT	IBM	
106		Microsoft SQL Server 2005 Standard Edition (Purepay)	v9.0	Database Component for Creditron Mail-In Payment Processing Application	MICROSOFT	IBM	
107		Microsoft SQL Server 2005 Tools Express Edition	v9.0	Database Component for Creditron Mail-In Payment Processing Application	MICROSOFT	IBM	
108		Microsoft SQL Server Desktop Engine (AscentCapture)	v8	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
109		Microsoft SQL Server Desktop Engine (AscentCapture)	v8	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
110		Microsoft SQL Server	v9.0	Database Component for Creditron Mail-In	MICROSOFT	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
		Management Studio Express CTP		Payment Processing Application			
111		Microsoft SQL Server Native Client	v9.0	Database Component for Creditron Mail-In Payment Processing Application	MICROSOFT	IBM	
112		Microsoft SQL Server VSS Writer	v9.0	Database Component for Creditron Mail-In Payment Processing Application	MICROSOFT	IBM	
113		Microsoft Visual Basic Professional Ed.	v5.0	Database Component for Manage Storage of Scan Documents	MICROSOFT	IBM	
114	INTEL	Microsoft Windows 2000 Std Server	R2	Operating System	MICROSOFT	IBM	MS Windows Update Server
115	INTEL	Microsoft Windows 2003 Std	SP2	Operating System	MICROSOFT	IBM	Mail-In Payment Processing Server
116	INTEL	Microsoft Windows 2003 Std	SP2	Operating System	MICROSOFT	IBM	File Transfer Processing (FTP) Server
117	INTEL	Microsoft Windows 2003 Std	SP2	Operating System	MICROSOFT	IBM	Primary IBM Domain Controller
118	INTEL	Microsoft Windows 2003 Std Server	SP1	Operating System	MICROSOFT	IBM	Production Data Capture - Readsoft
119	INTEL	Microsoft Windows 2003 Std Server	SP1	Operating System	MICROSOFT	IBM	Test Data Capture - Readsoft
120	INTEL	Microsoft Windows 2003 Std Server	SP1	Operating System	MICROSOFT	IBM	Production Data Capture - Kofax
121	INTEL	Microsoft Windows 2003 Std Server	SP1	Operating System	MICROSOFT	IBM	Test Data Capture - Kofax

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
122	INTEL	Microsoft Windows 2003 Std Server R2	SP2	Operating System	MICROSOFT	IBM	Remote Anywhere Gateway Server
123	INTEL	Microsoft Windows 2003 Std Server R2	SP2	Operating System	MICROSOFT	IBM	Camera Image Server
124	INTEL	Microsoft Windows 2003 Std Srvr R2	SP2	Operating System	MICROSOFT	IBM	Production Credit Card Authorization Server
125	INTEL	Microsoft Windows 2003 Std Srvr R2	SP2	Operating System	MICROSOFT	IBM	Test Credit Card Authorization Server
126	INTEL	Microsoft Windows XP	SP3	Operating System	MICROSOFT	IBM	CMoD Upload Server
127	INTEL	Microsoft Windows XP	SP3	Operating System	MICROSOFT	IBM	Remote Access Server
128		Object REXX	v2.1.3	Utilized for Programming Scripts	IBM	IBM	
129		Object REXX	v2.1.3	Utilized to Program Scripts	IBM	IBM	
130		Object REXX	v2.1.3	Utilizes to Program Scripts	IBM	IBM	
131		OnDemand Kofax Integration		Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
132		OnDemand Kofax Integration		Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
133		OnDemand Toolbox	v1.7	Application Utilized for Content Management	IBM	IBM	
134		OnDemand Toolbox	v1.7	Application Utilized for Content Management	IBM	IBM	
135		Oracle Database	v11g	Database Component to Control Ticket Data	ORACLE	CITY	

item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
136		Oracle Database	v11g	Database Component to Control Ticket Data	ORACLE	CITY	
137		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
138		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
139		RAdmin Server	v3.0	Utilized to Manage Remote Access	FAMATECH	IBM	
140		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
141		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
142		RAdmin Server	v3.4	Utilized to Manage Remote Access	LOG ME IN	IBM	
143		Radmin Server	v3.4	Utilized to Manage Remote Access	FAMTECH	IBM	
144		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
145		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
146		RAdmin Server	v3.4	Utilized to Manage Remote Access	FAMATECH	IBM	
147		RealSecure Server Sensor	v7.0	Utilized for Security Detection	IBM	IBM	
148		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
149		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
150		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
151		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
152		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
153		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
154		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
155		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
156		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
157		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
158		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
159		Remotely Anywhere	9.1.1016	Utilized to Manage Remote Access	LOG ME IN	IBM	
160		ServerRAID Manager	v7.1	Utilized to Manage Server Storage Capacity	IBM	IBM	
161		ServerRAID Manager	v9	Utilized to Manage Server Storage Capacity	IBM	IBM	
162		SpiDr	v4.0	Application Utilized to Obtain Credit Card Authorizations	HEARTLAND PAYMENT SYSTEMS	CITY	
163		SpiDr	v4.0	Application Utilized to Obtain Credit Card Authorizations	HEARTLAND PAYMENT SYSTEMS	CITY	
164		Tivoli Directory Server LDAP 64 bit	v6.1.0.22	Middleware Component for Managing User Access	IBM	IBM	
165		Tivoli Directory Server LDAP 64 bit	v6.1.0.22	Middleware Component for Managing User Access	IBM	IBM	
166		Tivoli Monitoring for Applications	v5.1	Utilized to Monitor Performance and Availability of Hardware and Software Applications	IBM	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
167		Tivoli Monitoring for Applications	v5.1	Utilized to Monitor Performance and Availability of Hardware and Software Applications	IBM	IBM	
168		Tivoli Monitoring for Applications	v5.1	Utilized to Monitor Performance and Availability of Hardware and Software Applications	IBM	IBM	
169		Tivoli Monitoring for Databases	v5.1	Utilized to Monitor Performance and Availability of Hardware and Software Applications	IBM	IBM	
170		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
171		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
172		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
173		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
174		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
175		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
176		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
177		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
178		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
179		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
180		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
181		Tivoli Security Compliance Manager	v5.1.0.3	Utilized for Software License Control	IBM	IBM	
182		Tivoli Storage Manager	v5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
183		Tivoli Storage Manager Client	v5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
184		Tivoli Storage Manager Client	v5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
185		Tivoli Storage Manager Client	v5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
186		Tivoli Storage Manager Client	v5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
187		Tivoli Storage Manager Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
188		Tivoli Storage Manager Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
189		Tivoli Storage Manager Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
190		Tivoli Storage Manager Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
191		Tivoli Storage Manger Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
192		Tivoli Storage Manger Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
193		Tivoli Storage Manger Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
194		Tivoli Storage Manger Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
195		Tivoli Storage Manger Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
196		Tivoli Storage Manger Extended Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
197		Tivoli Storage Manger Extended Edition	v.5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
198		Tivoli Storage Manger Extended Edition	v.5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
199		Tivoli Storage Manger Standard Edition	v5.5.3	Utilized to Manage Server Storage Capacity and Back/up Recovery	IBM	IBM	
200		Tivoli Workload Scheduler	v8.4	Utilized to Manage Schedule of Batch Jobs	IBM	IBM	
201		Tivoli Workload Scheduler	v8.4	Utilized to Manage Schedule of Batch Jobs	IBM	IBM	
202		Tivoli Workload Scheduler	v8.4	Utilized to Manage Schedule of Batch Jobs	IBM	IBM	
203		Tivoli Workload Scheduler	v8.2.1	Utilized to Manage Schedule of Batch Jobs	IBM	IBM	
204		VirtualReScan	v4.10	Application Component Utilized to Scan Documents and	KOFAX	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
				Complete Data Capture			
205		VirtualReScan	v4.10	Application Component Utilized to Scan Documents and Complete Data Capture	KOFAX	IBM	
206		Websphere Application Server - Network Deployment	v6.1.0.27	Middleware Component which Provides Framework for Web Applications	IBM	IBM	
207		Websphere Application Server - Network Deployment	v6.1.0.27	Middleware Component which Provides Framework for Web Applications	IBM	IBM	
208		WebSphere MQ	v6	Middleware Component to Manage Transactions for Processing by the Credit Card Authorization Application	IBM	IBM	
209		Websphere MQ Series	v7	Middleware Component for Managing Transactional Requests for Processing thru the Java Batch Application	IBM	IBM	
210		Websphere MQ Series	v7	Middleware Component for Managing Transactional Requests for Processing thru the Java Batch Application	IBM	IBM	
211		Websphere Voice Response for AIX	v4.2	Middleware Component to Provide Voice Response Unit Application	IBM	IBM	
212		Websphere Voice Response for AIX	v4.2	Middleware Component to Provide Voice Response Unit Application	IBM	IBM	
213		Windows Server 2003 Service Pack 2 Administration Tools Pack		Operating System	MICROSOFT	IBM	

Item	Server Type	Software Component Description	Software Version	Software Description	Software Vendor	Licensee	Server Description
214		WinSCP	v4	Application Utilized for File Transfer Protocol Processing	OPENSOURCE	IBM	
215		WinSCP	v4.0.7	Application Utilized for File Transfer Protocol Processing	OPEN SOURCE	IBM	

Exhibit 5: Cost Proposal

Provided under separate cover.

Exhibit 6: Special Conditions Regarding Minority and Women Owned Business Enterprise (MBE/WBE) Commitment and Schedules

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE
COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT**
(MBE/WBE Professional Services)^(10 pgs)

I. Policy and Terms

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

The Chief Procurement Officer has established a goal of awarding not less than 16.9% of the annual dollar value of all non-construction contracts to certified MBEs and 4.5% 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: 16.9

WBE Contract Goal: 4.5

- 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.

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

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

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

III. **Joint Ventures**

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

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

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

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

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

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

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

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

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

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

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

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

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

Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the

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

A. Direct/Indirect Participation

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

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

OR

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

B. Assist Agency Participation

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

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

C. Impracticability

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

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best

interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

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

VI. Procedure To Determine Bid Compliance

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

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor.
A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

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

- B. Letters of Certification.

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

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

- C. Joint Venture Agreements.

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

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

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

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to 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 Executive Director shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

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

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

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

IX. Non-Compliance and Damages

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

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

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

X. Arbitration

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

- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

XI. Record Keeping

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

XII. Information Sources

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

U.S. Small Business Administration

500 W. Madison Street, Suite 1250
Chicago, Illinois 60661
General Information
(312) 353-4528

S.B.A. - Bond Guarantee Program

Surety Bonds

500 West Madison, Suite 1250
Chicago, Illinois 60661
Attention: Carole Harris
(312) 353-4003

S.B.A. - Procurement Assistance

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

Project information and general MBE/WBE information:

City of Chicago

Department of Procurement

Contract Administration Division

City Hall - Room 403
Chicago, Illinois 60602
Attention: Monica Cardenas
(312) 744-0845

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

City of Chicago

Office of Compliance

ATTN: Supplier Diversity Program
333 State Street, Suite 540
Chicago, IL 60604

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

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

**National Minority Suppliers
Development Council, Inc.**

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

**Chicago Minority Business
Development Council**

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

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)

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

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

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

American Brotherhood of Contractors Business Development Center

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

Asian American Institute

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

Association of Asian Construction Enterprises

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

Black Contractors United

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

Chatham Business Association Small Business Development, Inc.

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

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

Chicago Minority Supplier Development Council, Inc.

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

Chicago Urban League

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

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 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

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Chicago Area Gay & Lesbian

Latin American Chamber of Commerce

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B
(On Bidder/proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

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

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

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

Name of Company Representative _____ at _____
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): _____

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

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

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

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

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

- A. Joint venture check signing:

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

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

- D. Acquisition of lines of credit:

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

- F. Negotiating and signing labor agreements:

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

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)

[illegible]

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.

[illegible]

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

_____ Sole Proprietor _____ Corporation
_____ Partnership _____ Joint Venture

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

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

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

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

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

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

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

Name of Prime Contractor/Contractor

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

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

SCHEDULE D-1
Affidavit of MBE/WBE Goal Implementation Plan

_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

V. Summary of WBE Proposal:

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

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

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

Name _____ Phone Number: _____

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

Signature of Affiant (Date)

State of _____
County of _____

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

(Seal)

Signature of Notary Public

Exhibit 7: Insurance Requirements and Evidence of Insurance

INSURANCE REQUIREMENTS

Department of Revenue

CANVAS RFP

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

A. INSURANCE TO BE PROVIDED

1) **Workers Compensation and Employers Liability**

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

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

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

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

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

4) **Blanket Crime**

Contractor must provide Blanket Crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected or received and in the possession of the Contractor any given time.

5) Professional Liability

When any system engineers, project managers, accountants, bookkeepers, program administrators, electronic data processing (EDP) professionals but limited to system programmers, hardware and software designers/consultants or any other professional consultants perform work or Services in connection with this Agreement. Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include performance of or failure to perform EDP, performance of or failure to perform computer services and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

6) Valuable Papers

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

7) Property

All Risk Property Insurance must be maintained by the Contractor at full replacement cost covering loss or damage to machinery, equipment (including computer hardware, software) during testing, maintenance and/or repair of the City of Chicago system/equipment or other property at City or Contractor's site. The City of Chicago is to be named additional insured and loss payee.

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of this Agreement.

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

8) All Risk Property/Installation (when applicable)

All Risk Property Installation Insurance must be maintained by the Contractor at replacement cost insuring loss or damage to City property equipment/system, computer software, materials parts and supplies that are part of the project during the course of rehabilitation, installation and testing until City acceptance. Coverage must include worksite, in transit, offsite, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

9) Directors and Officers Liability

Directors and Liability Insurance must be maintained in connection with this Agreement with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, precede commencement of Services by the Contractor under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. ADDITIONAL REQUIREMENTS

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

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

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

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor 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 Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

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

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

Exhibit 8: Online Economic Disclosure Statement (EDS) and Affidavit and Certificate of Filing; Affidavit of Familial Relationships; and Affidavit of Eligibility

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR CHECK RE-PRESENTMENT MANAGEMENT SERVICES, SPECIFICATION NO. 79511, 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 6.2, item 9 in Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

- _____ 8. Contract related information (if applicable):
 - _____ a. City of Chicago contract package

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

Q: I already have a user name and password from another City Website (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 Websites. You may use a user name 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 user name for the Online EDS if it is not already taken.

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

A: You cannot get an account to submit an online EDS without an e-mail address. If you need an e-mail address, we suggest that you use a free Internet e-mail provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free Internet e-mail 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 Sockets Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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

ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT

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

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

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

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

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

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

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

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

☐ Yes

☐ No

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

CERTIFICATION

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

Date: _____

(Print or type title of person signing)

By:

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

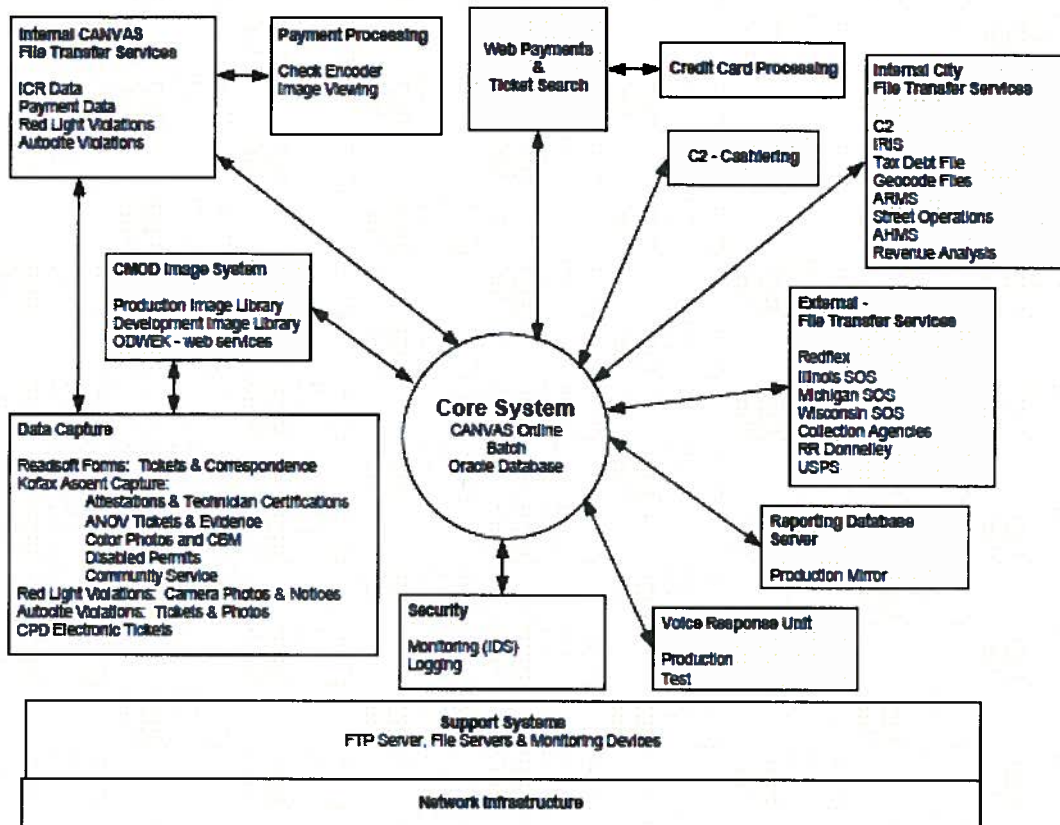
Signed and sworn to before me on (date) _____, by _____

at _____ County, _____ (State)

Notary Public

Commission expires: _____

Exhibit 9: Applications, Programs, Database and Interfaces



Chicago Parking System - IT Business Functions
October 2010

Exhibit 10: DoIT City Information Security Policy

City of Chicago

Information Security Policy



Seal of the City of Chicago

Department of Innovation and Technology

Information Security Policy

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Information Security Policy

I. Introduction

- A. The City of Chicago (City) intends to manage its information technology and information assets to maximize their efficient, effective, and secure use in support of the City's business and its constituents.
- B. This document, the Information Security Policy (Policy), defines the governing principles for the secure operation and management of the information technology used, administered, and/or maintained by the City and for the protection of the City's information assets.
- C. Violations of the City's Information Security Policy must be reported to Department Management or the Department of Innovation and Technology's (DoIT) Chief Information Officer.

II. Purpose

- A. To define the responsibilities of the City's officers, employees, agents, departments, commissions, boards, offices, and agencies with respect to appropriate use and protection of the City's information assets and technology.
- B. To ensure that the City's information assets and technology are secure from unauthorized access, misuse, degradation, or destruction.

III. Scope

- A. This Information Security Policy applies to the City of Chicago, its departments, commissions, boards, offices, and agencies, and all officers, employees, temporary employees, interns, vendors, consultants, contractors and agents thereof—collectively referred to as "User(s)". The principles set forth in this Policy are applicable to all information technology and assets, in all formats, used by the City.
- B. This Policy does not create any rights, constitute a contract, or contain the terms of any employment contract or other contract between the City of Chicago, any employee or applicant for employment, or any other person. Rather, this Policy details certain purposes, procedures, guidelines, responsibilities, and other matters the City of Chicago deems relevant to its management of information assets. The City reserves the right to amend this Policy or any part or provision of it.

IV. Definitions

Please familiarize yourself with the definitions in appendix A as part of your understanding of this Information Security Policy.

Information Security Policy

V. Organizing Information Security

A. Information Security Co-ordination

The Department of Innovation and Technology is responsible for designing, implementing and maintaining a City-wide information security program—in conjunction with other departments—and for assisting all City departments, agencies, offices, boards, and commissions in implementing and maintaining information management practices at their respective locations.

B. Allocation of information security responsibilities

The City's Chief Information Officer (CIO) is responsible for overall security of information assets and technology at the City. The CIO may delegate specific responsibilities related to information security to others within the City based on their job function.

C. Confidentiality Agreements

Employees, consultants, or contractors who use the City's information technology are required to read, understand, and agree to the City's Confidentiality and Acceptable Use Agreement regarding their responsibilities and conduct related to the protection of the City's information assets and technology.

D. Third Parties

The City often utilizes third parties in support of delivering business services. When, as a result, these arrangements extend the City's information technology enterprise or business processes into the third parties' computing environments—for example, in cases of Application Service Providers (ASPs)—the third parties must abide by this Policy, as applicable, unless specific additional provisions have been established through contractual agreements.

VI. Asset Management

A. Information Classification

The City's information, whether in electronic or physical form, can be categorized into three classifications. Due care must be taken to protect the City's information assets in accordance with the three classifications, as described within this Policy.

1. Confidential – Sensitive personally identifiable information (PII) used for business purposes within the City which, if disclosed through unauthorized means, could adversely affect the City's personnel, including employees and constituents, and could have legal, statutory, or regulatory repercussions. Examples include: information exempt from disclosure under the Illinois Freedom of Information Act (FOIA), information protected from disclosure under the federal Health Insurance Portability and Accountability Act (HIPAA), other personnel information including Social Security numbers, and personal financial information including

Information Security Policy

credit card data protected by the Payment Card Industry's Digital Security Standard (PCI DSS).

2. Internal – Information related to the City's business that if disclosed, accessed, modified or destroyed by unauthorized means, could have limited or significant financial or operational impact on the City. Examples include: strategic plans, vendors' proprietary information, and responses to Requests for Proposals (RFPs), information protected by intergovernmental non-disclosure agreements or other non-disclosure agreements, and design documents. Other information related to the City's information technology that is considered Internal includes dial-up modem phone numbers and access point Internet Protocol (IP) addresses.
3. Public – Information intended for unrestricted public disclosure in the course of the City's business. Examples include: press releases, public marketing materials, and employment advertisements.

B. Responsibility for Assets

1. Ownership of Assets

All information stored and processed over the City's technology systems is the property of the City. Users of the system have no expectation of privacy associated with the information they store in or send through these systems, within the limits of the federal, state and local laws of the United States and, where applicable, foreign laws.

2. Acceptable and Unacceptable Use of Assets

- a. To effectively conduct the City's business and operations, the City makes available to authorized employees and third parties various information technology resources, including e-mail, the City's Intranet, the Internet, and other communication and productivity tools. Use of these resources is intended for business purposes in accordance with Users' job functions and responsibilities, with limited personal use permitted only in accordance with the City's Ethics Ordinance, personnel rules, this policy, and other applicable City policies. The limited personal use of information technology resources is not permissible if it creates a non-negligible expense to the City, consumes excessive time, or violates departmental policy. The privilege of limited personal use may be revoked or limited at any time by the City or department officials.
- b. Users must not allow any consultant, visitor, friend, family member, customer, vendor or other unauthorized person to use their network account, e-mail address or other City-provided computer facilities. Users are responsible for the activities performed by and associated with the accounts assigned to them by the City.
- c. No User may use City-provided Internet or Intranet access or the City's Confidential or Internal information to solicit or conduct any personal commercial activity or for personal gain or profit or non-City approved solicitation.

Information Security Policy

- d. Users must not make statements on behalf of the City or disclose Confidential or Internal City information unless expressly authorized in writing by their Department Management. This includes Internet postings, or bulletin boards, news groups, chat rooms, or instant messaging.
- e. Users must protect Confidential or Internal information being transmitted across the Internet or public networks in a manner that ensures its confidentiality and integrity between a sender and a recipient. Confidential information such as Social Security numbers, credit card numbers, and electronic Protected Health Information (ePHI) must be transmitted using encryption software.
- f. Internal information such as email lists must not be posted to any external information source, listed in telephone directories, placed on business cards, or otherwise made available to third parties without the prior express written permission of the User's Department Management.
- g. Users must not install software on the City's network and computer resources without prior express written permission from the Department of Innovation and Technology. Person-to-person (P2P) applications, Voice over IP (VOIP), instant messenger (IM) applications, and remote access applications pose an especially high risk to the City and their unauthorized use is strictly prohibited. City business must not be conducted on any device that allows P2P communication (such as file sharing music applications) without explicit approval from the Department of Innovation and Technology.
- h. Users must not copy, alter, modify, disassemble, or reverse engineer the City's authorized software or other intellectual property in violation of licenses provided to or by the City. Additionally, Users must not download, upload, or share files in violation of U.S. patent, trademark, or copyright laws. Intellectual property that is created for the City by its employees, vendors, consultants and others is property of the City unless otherwise agreed upon by means of third party agreements or contracts.

Information Security Policy

- i. Users must not access the Internet, the Intranet or e-mail to use, upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that, among other inappropriate uses:
 - i. interferes with official City business;
 - ii. is hateful, harassing, threatening, libelous or defamatory, pornographic, profane, or sexually explicit;
 - iii. is deemed by the City to offend persons based on race, ethnic heritage, national origin, sex, sexual orientation, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics that may be protected by applicable civil rights laws;
 - iv. impersonates a person (living or dead), organization, business, or other entity;
 - v. enables or constitutes gaming, wagering or gambling of any kind;
 - vi. promotes or participates in unauthorized fundraisers;
 - vii. promotes or participates in partisan political activities;
 - viii. promotes or participates in unauthorized advertising of City projects and any advertising of private projects;
 - ix. compromises or degrades the performance, security, or integrity of the City's technology resources and information assets;
 - x. contains a virus, logic bomb, or malicious code;
 - xi. Constitutes participation in chain letters, unauthorized chat rooms, unauthorized instant messaging, spamming, or any unauthorized auto-response program or service.

VII. Human Resources Security

A. Prior to Employment

All employees, consultants, and contractors who use of the City's information technology as part of their job function are required to sign the City's Confidentiality and Acceptable Use Agreement. Consultants and contractors who are hired to support the City's information technology infrastructure must be able to provide proof of background checks (including a statement of what checks are conducted and how they are conducted) prior to accessing the City's information technology infrastructure. The background checks must include a criminal background check.

B. During Employment

1. Information Security Awareness, Education, and Training

Security Awareness begins during the hiring process and it is the responsibility of the User to remain aware of current security policies. The City's Intranet site contains the City's Security

Information Security Policy

Policies as well as educational materials such as the "Security First" presentation. Users should read the Security Reminders that are periodically distributed by email. Users must also respond to the Information Security Notice that is displayed while logging on to City related systems.

2. Disciplinary Process

Any violation of this Policy, or any Part or provision hereof, may result in disciplinary action, including termination and/or civil action and/or criminal prosecution.

C. Termination or Change of Employment

1. Return of Assets

When a User leaves the City, all Information Assets remain the property of the City. A User must not take away such information or take away a copy of such information when he or she leaves the City without the prior express written permission of the City.

2. Removal of Access Rights

Upon termination of an employee or vendor, the person who requested access to technology resources must request the termination of that access using the City's access request procedure. In the event that the requestor is not available, the responsibility is placed upon the manager of the employee or vendor. The City may automatically disable or delete accounts where termination is suspected even if formal notification was by-passed.

VIII. Communications and Operations Management

A. Protection Against Malicious Code

1. It is the City's policy to conduct virus scanning of its technology resources to protect them from the threat of malicious code. The City will intercept and/or quarantine any networking and computer resource that poses a virus threat to its information assets.
2. All servers and workstations (networked and standalone) must have the City's approved antivirus protection software installed, properly configured, and functioning at all times. Additionally, systems that have not been issued by the City but that use the City's network must also be protected by antivirus software.
3. All incoming and outgoing e-mails must be scanned for viruses.
4. Users are responsible for ensuring that software, files, and data downloaded onto the City's workstations are properly scanned for viruses.
5. Users must conduct virus scans on all external media received or used by the City.
6. Users must ensure that all workstations (networked and standalone) have the most current antivirus signature files loaded.

Information Security Policy

B. Back-Up

1. The City will perform regular backups of User files stored on the City's file servers and storage media that are centrally managed by the Department of Innovation and Technology. This process will be coordinated in conjunction with the City's User departments based on their individual business needs.
2. The City will not back up multimedia files in formats including, but not limited to, .mp3, m4a, m4p .avi and .mov.

C. Media Handling

1. Disposal of Media

Except as otherwise provided by law or court order, electronic information maintained in a department's office will be destroyed by department staff or the Department of Innovation and Technology when the retention period expires, in compliance with the City's implementation of the State of Illinois Local Records Act.

D. Monitoring

1. Monitoring System Use

- a. Users should have no expectation of privacy in their use of Internet services provided by the City. The City reserves the right to monitor for unauthorized activity the information sent, received, processed or stored on City-provided network and computer resources, without the consent of the creator(s) or recipient(s). This includes use of the Internet as well as the City's e-mail and instant messaging systems.
- b. All information technology administrators, technicians and any other employees who by the nature of their assignments have privileged access to networks or computer systems must obtain written approval from the Department of Innovation and Technology to monitor User activity.

2. Clock Synchronization

All server clocks must be synchronized in a manner approved by the Department of Innovation and Technology in order to provide for timely administration and accurate auditing of systems.

Information Security Policy

IX. Access Control

A. User Access Management

1. User Account Management

- a. Access to Confidential and Internal data must be made using a formal Access Request Form.
- b. User accounts that have not been used for 90 days may be disabled without warning. After 180 days of inactivity, these accounts may be deleted without warning.
- c. Departments must use the access request process to notify the Department of Innovation and Technology of a change in employment status (such as when a User takes a leave of absence, transfers departments, or is terminated). The account of a User on a leave of absence can be retained, suspended, or deleted at the discretion of the User's department.

B. User Responsibilities

1. Password Use

- a. All e-mail, network, domain accounts must be password protected. All new accounts will be created with a temporary password. The temporary password must be changed upon first use.
- b. Mobile devices must be password protected; this includes but is not limited to personal digital assistants (PDA), smart phones, laptops, handhelds (e.g. Blackberries) and off-site desktops.
- c. Passwords used on the City's systems and on non-City systems that are authorized for use must have the following characteristics unless otherwise approved by the Department of Innovation and Technology:
 - i. Passwords must be a minimum of 8 characters in length;
 - ii. Passwords must contain both alphabetic and numeric characters;
 - iii. Passwords must not be the same as the username;
 - iv. Passwords must not contain proper names or words taken from a dictionary;
 - v. Passwords must be changed at minimum every 90 days; and,
 - vi. Passwords used for production systems must not be the same as those used for corresponding non-production system such as the password used during training.
- d. Passwords must not be disclosed to anyone. All passwords are to be treated as Confidential information.

Information Security Policy

2. Screen Savers

Use of password-protected screen savers is recommended to prohibit unauthorized system access. Screen savers should initiate after 15 minutes of inactivity. Password-protected screen savers are required on workstations that access Confidential information such as electronic Protected Health Information. Password-protected screen savers are also required on workstations that access Internal information if the workstation is not in an area that has restricted access.

C. Mobile Computing and Remote Access

1. Laptops, off-site computers, and mobile media that contain Confidential information must be encrypted using an encryption technique approved by the Department of Innovation and Technology. Mobile media that contain Internal information must be protected using an encryption technique approved by the Department of Innovation and Technology, a strong logon password, or restricted physical access in order to protect the data. Examples of mobile media include flash drives, DVDs, CDs, and external hard drives.
2. Personal media devices (for example, MP3 players such as iPods) must not be used as peripheral devices on City-issued workstations.
3. Remote access is provided by the City as an information conduit to assist in the accomplishment of municipal duties and goals. Any other use is strictly prohibited. Requests for remote access must have a valid business reason and be approved by the Department of Innovation and Technology.
4. All remote access connections must be through a secure, centrally administered point of entry approved by the City. Authorized remote access connections must be properly configured and secured according to City-approved standards including the City's password policy. All remote desktop protocol implementations must be authorized by the Department of Innovation and Technology. Remote access through unapproved entry points will be terminated when discovered.
5. Non-City owned computer equipment used for remote access must be approved and must also comply with the City's standards. The City will not be responsible for maintenance, repair, upgrades or other support of non-City owned computer equipment used to access the City's network and computer resources through remote access services.
6. Users who utilize workstations that are shared with individuals who have not signed a Confidentiality Agreement with the City must ensure that the City's data is removed or deleted after each use.

Information Security Policy

X. Information Security Incident Management

A. Reporting Information Security Events and Weaknesses

1. Violations of the City's Information Security Policy or any or all parts or provisions of this Policy must be reported to Department Management or to the Department of Innovation and Technology.
2. Users must ensure that a Help Desk representative is notified immediately whenever a security incident occurs. Examples of security incidents include a virus outbreak, defacement of a website, interception of email, blocking of firewall ports, and theft of physical files or documents.
3. All reports of alleged violations of this Policy, or any part or provision hereof, will be investigated by the appropriate authority. During the course of an investigation, access privileges may be suspended.

Information Security Policy

XI. Compliance

A. Compliance with Legal Requirements

1. Intellectual Property Rights

- a. Intellectual Property that is created for the City by its employees is property of the City unless otherwise agreed upon by means of third party agreements or contracts.
- b. No User may transmit to, or disseminate from, the Internet any material that is protected by copyright, patent, trademark, service mark, or trade secret, unless such disclosure is properly authorized and bears the appropriate notations.

2. Prevention of Misuse of Information Processing Facilities

Users are prohibited from using the City's processing facilities—including data centers, network cabinets or closets, and other facilities housing the City's technology equipment—in any way that violates this Policy, and federal, state, or municipal law, including, but not limited to, the City's Municipal Code and Personnel Rules.

3. Compliance with Relevant Laws and Regulations

By virtue of the City's services to its constituents and the nature of its legal status, the City is covered by certain laws and regulations dealing with security and privacy of information, most notably the Illinois Personal Information Protection Act (PIPA), the Health Insurance Portability and Accountability Act (HIPAA) and the Payment Card Industry's Digital Security Standard (PCI DSS). These laws and regulations, in some circumstances, may require additional safeguards for protection the City's information beyond the stipulations of this Policy. (For example, when accessing credit/debit cardholder data remotely, it is never to be stored on local hard drives, floppy disks, or external media. Furthermore, cut-and-paste and print functions are prohibited during remote access sessions.) Accordingly, Users with access to Protected Health Information (PHI) must abide by HIPAA and Users with access to credit/debit card information must abide by PCI, as applicable.

4. Compliance with Security Policies and Standards

All Users must read and sign the City's Compliance and Acceptable Use Agreement prior to being authorized to access the City's information technology and information assets.

Information Security Policy

Appendix A – Common Terms and Definitions

1. **Computer Resources** - All related peripherals, components, disk space, system memory and other items necessary to run computer systems.
2. **Credit Card Data** - The Primary Account Number (PAN), Card Verification Value (CVV—the 3-4 digit code on the signature block on the back of a Credit Card), track data (the data read directly from the magnetic stripe of a Credit Card) and PIN Block data (also read from the magnetic stripe). The PCI DSS can be found at <https://www.pcisecuritystandards.org>.
3. **Department Management** - A supervisor, manager, director, commissioner, or other officer or employee of the City designated by a City agency, board, commission, department, or office to be responsible for implementation of this Policy by his/her City agency, board, commission, department, or office.
4. **Electronic Mail (E-mail)** - The transmission of messages through electronic means in a body or attachment using the City's network or other information technology.
5. **Information Assets** - Information and data created, developed, processed, or stored by the City that has value to the City's business or operations.
6. **Information Technology or Network and Computer Resources** - Computer hardware and software, network hardware and software, e-mail, voice mail, video conferencing, facsimile transmission, telephone, remote access services, printers, copiers, and all other printed and electronic media.
7. **Intranet** - The suite of browser-based applications and HTML pages that are available for use only with access to the City's internal network.
8. **Internet** - The worldwide 'network of networks' connected to each other using the IP protocol and other similar protocols. The Internet enables a variety of information management services, including, but not limited to, e-mail, instant messaging, file transfers, file uploads, file downloads, news, and other services.
9. **Internet Services** - Any service in which its primary means of communication is the Internet. For example e-mail, web browsing and file transfers.
10. **Mobile Computing Devices** - Mobile devices and Mobile media. Mobile data processing devices are used as business productivity tools. Examples include: laptops, personal digital assistants (PDAs), smart phones, handhelds (e.g. Blackberries), and off-site desktops. Mobile media are devices typically used to transport data. Examples include: flash drives, DVDs, CDs, and external hard drives.
11. **Network** - The linking of multiple computers or computer systems over wired or wireless connections.
12. **P2P - Peer-to-Peer network** - A network where nodes simultaneously function as both "clients" and "servers" to other nodes on the network, P2P may be used for a variety of uses, but it is typically used to share files such as audio files. Examples of P2P networks include Napster, KaZaA, and LimeWire. If a node is not properly configured, any file on the device may potentially be accessed by anyone on the network.
13. **Protected Health Information** - Individually identifiable health information about an individual that relates to the past, present, or future physical or mental health or condition, provision of health care, or payment for health care.
14. **Remote Access Services** - A service that enables off-site access to the City information technology and assets. Examples include the City's telephone exchanges, internal phone switches, wireless access points (WAP), and Virtual Private Network (VPN) connections. Remote access includes, but is not limited to, dial-in modems, frame relay, ISDN, DSL, VPN, SSH, and cable modems.
15. **Security Incident** - An event that has an adverse impact on the confidentiality, integrity, and availability of computer systems, computer networks, electronic information assets, or physical information assets.
16. **User(s)** - The City's departments, commissions, boards, offices, officers, employees, temporary employees, interns, vendors, consultants, contractors, and authorized agents who utilize the City's information assets and technology.
17. **World Wide Web (WWW)** - Browser-based applications and HTML pages that are available for access and use across the Internet.

Information Security Policy

Appendix B – Change Control

Version 1.0	09/2004	Unknown author.	Original Document.
Version 2.0	01/2006	Unknown author.	Changed version and day on page 7, added the sentence that begins with "Passwords must not be shared..." on page 14, removed potential implication that passwords may be shared with authorization on page 14.
Version 3.0	10/2007	BIS	The Information Management Policy V 2 was modified and renamed to Information Security Policy V 3. Information Management Policy and Information Security Policy are used as synonyms within the City of Chicago. In Version 3, there have been numerous document updates including re-arrangement of content and removal of duplicate or outdated language. Version 3 is the official policy used by BIS as of 10/2007. (c tv)
Version 3.1	01/2008	DoIT	Changed BIS references to DoIT.
Version 3.2	01/2008	DoIT	Minor corrections (spelling etc).
Version 3.3	01/2008	DoIT	Edited VI B 2 a and i for Internet Acceptable Use and small format changes including TOC.
Version 3.4	01/2008	DoIT	Removed newsgroup and mail list blanket constraint.
Version 3.5	02/2008	DoIT	General cleanup and removed reference to raffles.
Version 4.0	02/2008	DoIT	Citywide Review Completed. Only small format change was made.
Version 4.1	10/2/2009	DoIT (and Compliance)	Screen savers should initiate after 10 minutes of inactivity" was changed to "Screen savers should initiate after 15 minutes of inactivity"
Version 4.1	03/15/2010	DoIT	Document was changed to provide improved accessibility. For example, labels were added to figures. Tables were removed. Policies reviewed but remained the same.
Version 5.0	12/08/2010	DoIT	The name of the CIO was removed from the document. Policies were reviewed but no policy changes were made.
Version 5.1	04/04/2011	DoIT	The label for the seal of the City of Chicago was changed on the cover page. Two sentences regarding background checks were added in the Human Resources Security Section.

Exhibit 11: DoIT City Hardware and Software Standards

CITY OF CHICAGO
Department of Innovation and Technology
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview

INTRODUCTION

This document provides a high-level list of current City standards for its hardware and software environments and is intended primarily for City department and vendor use. These standards do not mean that other software and hardware, which might have been previously listed as standard, may not be used or supported, but the following items should be purchased for any new initiative or growth/replacement needs. City departments will need to determine if the standard hardware/software item has been deployed in their department, if required for a new initiative.

Any proposals for non-standard hardware or software purchases or questions/comments should be forwarded to the Department of Innovation and Technology (DoIT) Architecture team for review.

An asterisk (*) denotes standards currently under review (in all sections in this document). DoIT will review and update these standards on a regular basis.

CURRENT PLATFORM STANDARDS

Operating System (O/S)	Hardware Platform
Solaris 10 (Unix)	Sun Microsystems
RedHat Linux Advanced Server 5.x	Dell, HP
VMWare ESX 4.1 VSphere 4.1	Dell, HP
Windows 2008 Server	Dell, HP
Windows 7, Windows XP Professional	Dell, HP

CURRENT ENTERPRISE SERVICES

Type	Windows 2008 Server	All other platforms
Database	Oracle 11GR2	Oracle 11GR2
Print	O/S	n/a
File	O/S	n/a
Email	Exchange 2007	n/a

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Department of Innovation and Technology
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview

CURRENT CLIENT STANDARDS

Type	HP Model	Dell Model	Other Model
Basic Desktop	HP 8000 Elite SFF (EOL 6/30/11)	Dell Optiplex 780 (EOL 6/30/11)	n/a
All-In-One	HP 6000 Pro (EOL 5/30/12)	n/a	n/a
High-end Workstation	HP Z400 Workstation (EOL 12/31/11)	Dell Precision T3500 (EOL 12/31/11)	n/a
Notebook	HP Elitebook 8440P (EOL 6/30/11)	Dell Latitude E6410 (EOL 5/31/11)	n/a
Ruggedized Notebook	n/a	n/a	Panasonic Toughbook CF-19 – WiFi IEEE 8.02.11g, EVDO, GPRS, 1xRTT
Tablet	HP 2730P (DISCONTINUE)	n/a	n/a

CURRENT NETWORK PRINTER STANDARDS

Standards are in place for black and white and color printers for purposes ranging from a single user personal printer to a multi-function print/copy/fax/skan device. All are HP Laserjet models.

**** Currently there are 15 different models on the Standard Printer Device List. During recent Roadmap sessions with HP and SSI, this has been reduced to 6 models and the personal and departmental printer standards were removed altogether. The printer standards list will be finalized by 5/15/11.***

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Department of Innovation and Technology
SYSTEM ARCHITECTURE HANDBOOK
City Hardware and Software Standards Overview

CURRENT STANDARDS –HANDHELD DEVICES

Type	Operating System (O/S)	Products - Uses
Handheld	Windows Mobile	HP iPaq - - WiFi 8.02.11g, EVDO, GPRS, 1xRTT
	RIM	Blackberry Enterprise Solution w/ Desktop Software version 4.0 devices tested and approved: Blackberry 8350i and the 8330
Foreign Mobile Device	Minimum acceptable release - iPhone 3G 3.1 OS or Windows Mobile 6.1	Connect to the City's Email System using ActiveSync

CURRENT STANDARDS – UTILITIES by SERVER PLATFORM

Operating System (O/S)	Hardware Platform	Utilities							
		Back-up	Sched-uling	DB Back-up	FTP	Virus Protection	Appli-cation Moni-toring	Hard-ware Moni-toring	File System Mgmt
Solaris 10 (Unix)	Sun Microsystems	Legato 7.x	O/S	Legato DMO (RMAN)	O/S	McAfee Virus Scan*	Hyperic	Sun RSM, Big Brother	Veritas Volume Mgr 4.x
RedHat Linux Advanced Server 5.x	HP	Legato 7.x	O/S	Legato DMO (RMAN)	O/S	McAfee Linux Shield*	Hyperic	Big Brother	n/a
Windows 2003 and 2008 Server	Dell, HP	Net Backup 6.5	O/S	Veritas Oracle Backup Module (RMAN)	O/S	McAfee 8.0	Hyperic	HP: Insight Mgr Dell: Open Manage	Bundled with O/S

* For PCI servers

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Department of Innovation and Technology
SYSTEM ARCHITECTURE HANDBOOK
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CURRENT STANDARDS – ENTERPRISE MANAGEMENT SOFTWARE

Function	City Standard
Remote email/handheld integration	Outlook Web Access
Content Filtering	Smart Filter DA
Anti-spam	Ironmail
Email archiving	Enterprise Vault
Desktop management	LanDesk
Security/single sign-on	Active Directory
Encryption (full disk and mobile media)	End Point Encryption
Intrusion Detection and Prevention	ISS, McAfee, Juniper
File Integrity Monitoring	Solidcore
Vulnerability Scanning	McAfee

CURRENT STANDARDS – MAJOR BUSINESS APPLICATION TYPES

Function	City Standard
Financials – general ledger, payroll, accounts receivable & payable, purchasing	Oracle applications
Human Resource tracking	Oracle applications
GIS	ESRI ArcGIS
Work order tracking	Motorola CSR
Inspections/Permitting related to City infrastructure/services	Motorola
Inspections/Permitting related to a building	Infor Hansen 7 and Hansen 8 Selectron Mobility
Business Licensing	IRIS (custom)
Ad hoc reporting	SAP Business Objects
Imaging – document storage	FileNet P8 3.5 (Content Manager) Alfresco 3.2R SharePoint Server 2007
Imaging – workflow	FileNet P8 3.5 (Business Process Manager) Alfresco 3.2R SharePoint Server 2007
Web Server	Apache 2.x
Web Content Management System	Day Communiq� CQ 5.x
Application Server	BEA WebLogic Server 9.2.3 Red Hat JBOSS EAP 4.3 CP03
Portal	Sharepoint Server 2007

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CURRENT STANDARDS – CUSTOM APPLICATION DEVELOPMENT

Development Tool/Function	City Standard
Project Management/Planning	MS Project
Language	JEE Java (JSP, EJB, JMS, etc)
Operating System	Red Hat Enterprise Linux 4.x and 5.x
Database Management System	Oracle Enterprise (see "Database" under Enterprise Services for current versions)
Web Server	Apache 2.x
Application Server	Oracle BEA WebLogic Server 9.2.3 Red Hat JBOSS EAP 4.3 CP03
Enterprise Service Bus	Oracle BEA AquaLogic Service Bus 2.5
Integrated Development Environment (IDE)	Oracle BEA Workshop 9.2.3 Eclipse 3.4.2
Change Control	SharePoint Server 2007
Project Collaboration	SharePoint Server 2007
Automated Testing	JUnit 4.8, Jmeter 2.3.4
Search Technology	Google Search Appliance 5.2
Content Management System	Day Communique CQ 5.x
Source Code Version Control and Storage	CVS 1.12.9
Application Build Tool	Cruise Control 2.5

Exhibit 12: Sample Professional Services Agreement of City of Chicago Standard Contract Terms and Conditions

Contract (PO) No. _____
Specification No. _____
Vendor No. _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO
DEPARTMENT OF _____

AND

(Company Name)



(Subject of Agreement)

RAHM EMANUEL
MAYOR

PROFESSIONAL SERVICES AGREEMENT

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- EXHIBIT 2 SCHEDULE OF COMPENSATION
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- EXHIBIT 4 ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT CERTIFICATE OF FILING
- EXHIBIT 5 INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE
- EXHIBIT 6 CONTRACTUAL REQUIREMENTS RELATED TO HIPAA
- EXHIBIT 7 LIST OF KEY PERSONNEL
- EXHIBIT 8 PROVISIONS REQUIRED IF FEDERAL FUNDS ARE INVOLVED

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

2.1 Definitions

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

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

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

"Chief Procurement Officer" means the Chief Procurement Officer of the City and any representative duly authorized in writing to act on his behalf.

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

"Department" means the City Department of _____.

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

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

2.2 Interpretation

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

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

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

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

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

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

2.3 Incorporation of Exhibits

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

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

ARTICLE 3. DUTIES AND RESPONSIBILITIES OF CONSULTANT

3.1 Scope of Services

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

3.2 Deliverables

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

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

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

3.3 Standard of Performance

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

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

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

3.4 Personnel

(a) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include

among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the City and with prior written consent of the City.

(b) **Key Personnel**

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

(c) **Salaries and Wages**

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

3.5 Minority and Women's Business Enterprises Commitment

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

3.6 Insurance

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

3.7 Indemnification

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

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Consultant's failure to perform or cause to be performed Consultant's promises and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under Section 9.2 of this Agreement; and
- (v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

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

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

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

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

3.8 Ownership of Documents

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

3.9 Copyright Ownership

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

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and

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

3.10 Records and Audits

(a) Records

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

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

(b) Audits

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

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

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

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

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

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

Failure of Consultant to reimburse the City in accordance with subsection A or B above is an event of default under Section 9.1 of this Agreement, and Consultant

will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

3.11 Confidentiality

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

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

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

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

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

3.12 Assignments and Subcontracts

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

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

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

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

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

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

ARTICLE 4. DURATION OF AGREEMENT

4.1 Term of Performance

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

4.2 Timeliness of Performance

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

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

4.3 Agreement Extension Option

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

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

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

ARTICLE 5. COMPENSATION

5.1 Basis of Payment

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

5.2 Method of Payment

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

5.3 Invoices

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

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

OR

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

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

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

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

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

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

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

5.4 Taxes

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

5.5 Funding

The source of funds for payments under this Agreement is Fund number _____. Payments under this Agreement must not exceed \$ _____ without a written amendment in accordance with Section 10.3. Funding for this Agreement is subject to the

availability of funds and their appropriation by the City Council of the City.

5.6 Non-Appropriation

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

5.7 Subcontractor Payments

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

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

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

ARTICLE 6. DISPUTES

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief

Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

ARTICLE 7. COMPLIANCE WITH ALL LAWS

7.1 Compliance with All Laws Generally

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

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

(c) The Consultant will comply with Section 2-154-020 of the Municipal Code of Chicago.

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

7.2 Nondiscrimination

(a) Consultant

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

federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in Exhibit 8.

(i) Federal Requirements

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

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

(ii) State Requirements

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

(iii) City Requirements

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

rules.

(b) Subcontractors

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

7.3 Inspector General

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

7.4 Office of Compliance

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

7.5 MacBride Ordinance

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

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Consultant conducts any business operations in Northern Ireland, the Consultant must

make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

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

7.6 Business Relationships with Elected Officials

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

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

7.7 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City

employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

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

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

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

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

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

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

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

7.8 Environmental Warranties and Representations

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

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

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

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

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

7.9 Prohibition on Certain Contributions

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic

partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "**Identified Parties**"), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

7.10 Firms Owned or Operated by Individuals with Disabilities

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

7.11 Deemed Inclusion

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they

appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

7.12 False Statements

(a) 1-21-010 False Statements

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

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

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

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

(c) 1-21-030 Enforcement.

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

ARTICLE 8. SPECIAL CONDITIONS

8.1 Warranties and Representations

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

- (a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a

professional license is required by law and for which Consultant is not appropriately licensed;

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

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

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

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

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

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

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

individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

8.2 Ethics

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

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

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

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

8.3 Joint and Several Liability

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

8.4 Business Documents

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

8.5 Conflicts of Interest

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

Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

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

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

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

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

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

8.6 Non-Liability of Public Officials

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

8.7 EDS / Certification Regarding Suspension and Debarment

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

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

9.1 Events of Default Defined

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- (b) Consultant's failure to perform any of its obligations under this Agreement including the following:
 - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;
 - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
 - (iii) Failure to timely perform the Services;
 - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the

Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

(vi) Discontinuance of the Services for reasons within Consultant's reasonable control;

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

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

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

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

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

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

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

9.2 Remedies

(a) **Notices.** The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion

of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

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

- (i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 9.2;
- (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
- (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- (iv) The right to money damages;
- (v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- (vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City;

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

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

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

9.3 Early Termination

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

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

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

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

9.4 Suspension

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

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

9.5 Right to Offset

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

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

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

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

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

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

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

ARTICLE 10. GENERAL CONDITIONS

10.1 Entire Agreement

(a) General

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

(b) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

(i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the

performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

(c) No Omissions

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

10.2 Counterparts

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

10.3 Changes, Modifications, and Amendments

No change, modification, or amendment of this Agreement, or any part hereof, is valid unless stipulated in writing and signed by the Mayor, Comptroller, and Chief Procurement Officer of the City. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 10.3. This Section, 10.3, does not apply, however, to Agreement extensions governed by section 4.3, Agreement Extension Option.

10.4 Governing Law and Jurisdiction

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

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

agent of Consultant. If any action is brought by Consultant against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

10.5 Severability

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

10.6 Assigns

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

10.7 Cooperation

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

10.8 Waiver

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

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement

regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

10.9 Independent Contractor

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

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

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

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

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

(c) **Shakman Accord**

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

(ii) Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subcontractor, and from directing Consultant to hire an individual as an employee or as a subcontractor. Accordingly, Consultant

must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Agreement are employees or subcontractors of Consultant, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.

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

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

10.10 Electronic Ordering and Invoices

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

documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

10.11 Participation by Other Local Government Agencies

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

ARTICLE 11.NOTICES

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

If to the City:

Chicago, Illinois 60602
Attention: Commissioner

and

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

With Copies to: Department of Law
Room 600, City Hall

121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Consultant:

Attention: _____

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

ARTICLE 12.AUTHORITY

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

[Signature Pages, Exhibits and Schedules follow.]

CONTRACT SIGNATURE PAGE

Contract No.: _____

Specification No.: _____

Vendor Name: _____

Total Amount (Value): _____

Fund Chargeable: _____

(Consultant)

By: _____

Its: _____

Attest: _____

State of _____

County of _____

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

(Seal)

Notary Public Signature

Commission Expires: _____

CITY OF CHICAGO

Mayor Date

Comptroller Date

Chief Procurement Officer Date

EXHIBIT 1
SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

SAMPLE

EXHIBIT 2
SCHEDULE OF COMPENSATION

SAMPLE

EXHIBIT 3
SPECIAL CONDITIONS REGARDING
MBE/WBE COMMITMENT AND SCHEDULES

SAMPLE

**SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN
BUSINESS ENTERPRISE COMMITMENT
(MBE/WBE Professional Services)(10 pgs)**

I. Policy and Terms

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

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

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

MBE Contract Goal: 25.0
WBE Contract Goal: 5.0

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

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

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

II. Definitions

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

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

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

III. Joint Ventures

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

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

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

IV. Counting MBE/WBE Participation Toward the Contract Goals

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

- 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.
- E. When a MBE or WBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the contract specific goals only if the MBE's or WBE's subcontractor is itself a MBE or WBE. Work that a MBE or WBE subcontracts to a non-MBE or WBE does not count towards the contract specific goals.

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

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

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

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

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

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

A. Direct/Indirect Participation

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

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

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

B. Assist Agency Participation

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

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

C. Impracticability

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

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

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

VI. Procedure To Determine Bid Compliance

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must

be submitted in accordance with the guidelines stated:

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Contractor. A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

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

- B. Letters of Certification.

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

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

- C. Joint Venture Agreements.

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

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

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

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to 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 Executive Director shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

VIII. MBE/WBE Substitutions

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

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

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

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

IX. Non-Compliance and Damages

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

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

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

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

X. Arbitration

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

XI. Record Keeping

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

XII. Information Sources

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

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

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

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

Project information and general MBE/WBE information:

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

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

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

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

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

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

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

ATTACHMENT A – ASSIST AGENCY

Alliance of Business Leaders & Entrepreneurs (ABLE)

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

Alliance of Minority and Female Contractors

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

American Brotherhood of Contractors Business Development Center

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

Asian American Institute

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

Association of Asian Construction Enterprises

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

Black Contractors United

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

Chatham Business Association Small Business Development, Inc.

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

Chicago Area Gay & Lesbian Chamber of Commerce

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

Chicago Minority Supplier Development Council, Inc.

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

Chicago Urban League

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

Cosmopolitan Chamber of Commerce

203 N. Wabash, Suite 518
Chicago, IL 60601
Phone: (312) 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

855 W. Adams, Suite 100
Chicago, IL 60607
Phone: (312) 425-9500
Fax: (312) 425-9510
Web: www.ihccbusiness.net

Latin American Chamber of Commerce

3512 West Fullerton Avenue

Chicago, IL 60647

Phone: (773) 252-5211

Fax: (773) 252-7065

Web: www.latinamericanchamberofcommerce.com**National Association of Women Business Owners**

Chicago Chapter

230 E. Ohio, Suite 400

Chicago, IL 60611

Phone: (312) 224-2605

Fax: (312) 6448557

Web: www.nawbochicago.org**Rainbow/PUSH Coalition**

International Trade Bureau

930 E. 50th Street

Chicago, IL 60615

Phone: (773) 256-2781

Fax: (773) 373-4104

Web: www.rainbowpush.org**Suburban Minority Contractors Association**

1250 Grove Ave. Suite 200

Barrington, IL 60010

Phone: (847) 852-5010

Fax: (847) 382-1787

Web: www.suburbanblackcontractors.org**Uptown Center Hull House**

4520 N. Beacon Street

Chicago, IL 60640

Phone: (773) 561-3500

Fax: (773) 561-3507

Web: www.hullhouse.org**Women Construction Owners & Executives (WCOE)**

Chicago Caucus

308 Circle Avenue

Forest Park, IL 60130

Phone: (708) 366-1250

Fax: (708) 366-5418

Web: www.wcoeusa.org**Women's Business Development Center**

8 South Michigan Ave., Suite 400

Chicago, IL 60603

Phone: (312) 853-3477

Fax: (312) 853-0145

Web: www.wbdc.org**Chicago Women in Trades (CWIT)**

4425 S. Western Blvd.

Chicago, IL 60609-3032

Phone: (773) 376-1450

Fax: (312) 942-0802

Web: www.chicagowomenintrades.org**Coalition for United Community Labor Force**1253 W. 63rd Street

Chicago, IL 60636

Phone: (773) 863-0283

Englewood Black Chamber of Commerce

P.O. Box 21453

Chicago, IL 60621

South Shore Chamber, Incorporated

Black United Funds Bldg.

1813 E. 71st Street

Chicago, IL 60649-2000

Phone: (773) 955- 9508

United Neighborhood Organization (UNO)954 W. Washington Blvd., 3rd Floor

Chicago, IL 60607

Phone: (312) 432-6301

Fax: (312) 432-0077

Web: www.uno-online.org

ATTACHMENT B
(On Bidder/Proposer's Letterhead)

RETURN RECEIPT REQUESTED

(Date)

Re: Specification _____

Description: _____

(Assist Agency Name and Address)

Dear _____:

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

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

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

_____ at _____
Name of Company Representative Address/phone

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

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

Monica Jimenez, 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:

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.

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

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

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

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

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

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

SCHEDULE C-1

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

Name of Project/Contract: _____
Specification Number: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

_____ Sole Proprietor
_____ Partnership

_____ Corporation
_____ Joint Venture

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

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

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

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

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

(Signature of Owner or Authorized Agent)

Name /Title (Print)

Date

Phone

SCHEDULE D-1

Affidavit of MBE/WBE Goal Implementation Plan

Project Name : _____

State of _____

County (City) of _____

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

Name of Prime Contractor/Contractor

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

5. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

6. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

7. Name of MBE/WBE: _____

Address: _____

Contact Person: _____ Phone: _____

Dollar Amount of Participation \$ _____

Percent Amount of Participation: _____ %

8. Attach additional sheets as needed.

IV. Summary of MBE Proposal:

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

V. Summary of WBE Proposal:

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

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

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

Name _____ Phone Number: _____

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

Signature of Affiant (Date)

State of _____
County of _____

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

(Seal)

Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. _____

Specification No. _____

Contract No. _____

Project Name: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

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

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

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

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

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

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

Total MBE: \$ _____

Total WBE: \$ _____

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

Name of Contractor: _____
(Print or Type)

MBE/WBE UTILIZATION REPORT

Signature: _____
(Signature of affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

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

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

Signature of Notary Public

(Seal)

EXHIBIT 4
ONLINE ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
CERTIFICATE OF FILING

Complete the online Economic Disclosure Statement (EDS) which includes a Disclosure of Retained Parties. Submit an electronically signed, one page EDS Certificate of Filing which validates that the EDS has been filed. Additionally, the Municipal Code of Chicago requires the disclosure of Familial Relationships with Elected City Officials and Department Heads. The web address to submit your EDS and Familial Relationships Disclosure is: <http://webapps.cityofchicago.org/EDSWeb>.

EXHIBIT 5
INSURANCE REQUIREMENTS AND
EVIDENCE OF INSURANCE

SAMPLE

INSURANCE CERTIFICATE OF COVERAGE

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

Description of Operation/Location: _____

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

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

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

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

For City use only

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

EXHIBIT 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

Name:

Title:

SECRET

EXHIBIT 8
PROVISIONS REQUIRED IF FEDERAL FUNDS ARE INVOLVED

54121E

Exhibit 13: < < Intentionally Omitted > >

Exhibit 14: < < Intentionally Omitted > >

Exhibit 15: City of Chicago Compliance with Payment Card Industry Data Security Standard and City of Chicago Red Flags Policy and Protocols

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



Compliance with Payment Card Industry Data Security Standard

https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml

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

RED FLAGS POLICY



I. Background

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

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

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

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

II. Red Flags Policy

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

III. Program Administration

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

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

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

IV. Definitions

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

V. Identity Theft Prevention Policies

- a. Departmental staff must never reveal birth dates, social security numbers, bank account numbers, credit card numbers or medical insurance details during any form of customer inquiry.
- b. Any department that provides customer service over the phone or in person must utilize multiple confidential data points as inquiry tools to verify the identity of account holders before discussing any account information.
- c. In person customer service inquiries need to include acceptable forms of identification (AFI) to receive oral or written account information or statements, or to open a new account.
- d. Customer account information or statements need to be redacted of any unique identifying information in order to be shared with individuals who are not the account holders themselves.
- e. Requests to change address are verified using multiple forms of acceptable identification prior to processing.
- f. Departments' computerized systems utilized to store account and account holder information are required to:
 - i. Build and maintain strong applications systems;
 - ii. Build a firewall configuration;
 - iii. Limit employee access to a need to know basis;
 - iv. Assign unique identifiers to all users; and
 - v. Enable monitoring of usage of all individuals with system access.
- g. For documentation/paper files of customer accounts or account holder information, departments are required to establish limited access and security prior to document destruction.

- h. Individual contractors with access to account information will be required to sign confidentiality statements pertaining to the account information.
- i. Departments are responsible to ensure that contracted service providers with responsibility for relevant program operations or outside people allowed access to covered accounts submit copies of their Red Flags policies and procedures to the department's Red Flag Representative. These contractors are also required to notify the department representative of any red flags detected affecting department account holders' unique identifying information.
- j. Unique identifying customer account information cannot be taken from city offices on laptops or in paper format by city staff.
- k. All departmental laptops holding customer account data with unique identifying information are required to be encrypted.

VI. Red Flags

- a. Forged documents/documents with apparent tampering: Response: Suspend relevant processing and request documentation without problematic signs.
- b. Suspicious or inconsistent personal identifying information i.e., a picture I.D., which does not look like the customer, wrong name or address. Response: Suspend relevant processing and request acceptable forms of identification to verify statements/facts.
- c. Unusual access or use of an electronic accounts system by city staff; for example accessing a large number of accounts, not governed by a need to know basis, or not within normal hours of operation. Response: Notify departmental red flag representative to further investigation.
- d. Unusual external activity level for particular accounts: Response: Suspend further release of information. Notify relevant red flags representative from department for further investigation and verification of account holder information.
- e. Requests for information where no AFI or documentation are ever supplied: Response: Notify departmental red flags representative to monitor account.
- f. Suspicious behavior when requesting data points on the phone or if credit card presented for payment: (1) Customer doesn't know the Card member ID (CID) found on the back of the Card(2) Customer asks that representative to try lower dollar amounts when a decline message is received; (3) Customer instructs representative to try different expiration dates when first date failed; and/or (4) Customer hesitates or pauses when asked for personal information. Response: Suspend payment process.
- g. Department's or Vendor's unique customer identifying information lost or stolen. Response: Contact the Office of Compliance to handle lost or stolen laptops, mail tampering or other methods of abuse in order to potentially contact law enforcement, individuals and/or financial institutions.

VII. Training

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

RED FLAGS PROTOCOL

- Never release personal identifying information—i.e., account holder's birth date, social security number, credit card number, bank account number, or medical insurance details during any form of customer inquiry.
- Ask for acceptable form of identification for in person requests for account information (See attached list of acceptable forms of identification).
- Make sure no birth date, social security number, credit card number, bank account number or medical insurance information is released to third parties or representatives of a customer/client who request a statement or form of documentation. Redact or black out the identifying information.
- When a department program contacts an account holder by mail, verify the account holders identity when they call by asking questions only the real person would know. Inquire about history details, facts about past addresses or payment history. For example, do not reveal a particular fact in your question itself; change question to require the caller to provide that piece of information.

Departmental representative: Has your address changed?

Caller: Yes, I moved from Milwaukee to 2100 W. Diversey.

- Verify the identity of the customer to establish a new account using acceptable forms of identification (See attached list).
- Always verify a change of address request- i.e., with multiple forms of acceptable identification (See attached list).
- Do not leave documents with personal identifying information out in the open—on desktops, cabinets, customer service counters or in any way in the public view.
- Ensure customer files with personal identifying information are secure with limited access, in locked file cabinets or locked storage rooms.
- Do not take documents or laptops holding customer personal identifying information out of your city department or where it can be lost or stolen.

Cases to Report to Departmental Red Flags Representative

- Identification or documentation which looks copied or tampered with. Ask for other identification or documentation. If it is not provided, report the situation to your departmental red flags representative.
- Facts on I.D. do not match client identity. If details are wrong, request additional forms of identification or do not proceed. Report incident to your departmental red flags representative.
- Report accounts with high level of inquiry for confidential information or unusual questions which are not explained by facts.
- Report cases where customer cannot produce identification after multiple attempts (See attached list of acceptable forms of identification).

Ask for another credit card for payment over the phone if:

1. Customer doesn't know the card member ID (CID) found on the back of the card
1. Customer asks that representative to try lower dollar amounts when a decline message is received;
2. Customer instructs representative try different expiration dates when first date failed; and/or
3. Customer hesitates or pauses when asked for personal information.

Report lost or stolen laptops, pieces of mail, printed documents or files which contain personal identifying information such as birth dates, social security numbers, credit card or bank account numbers, and medical insurance details.

Exhibit 16: PCI Compliance Certificate



Payment Card Industry (PCI) Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 1.2

October 2008



Instructions for Submission

This document must be completed by a Qualified Security Assessor (QSA) or merchant (if merchant internal audit performs validation) as a declaration of the merchant's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the acquirer or requesting payment brand.

Part 1. Qualified Security Assessor Company Information

Company Name:	Jefferson Wells		
Lead QSA Contact Name:	Vital Shah	Title:	IT Professional
Telephone:	(209) 528-7530	E-mail:	vital.shah@jeffersonwells.com
Business Address:	525 West Monroe, Suite 1500	City:	Chicago
State/Province:	IL	Country:	USA
ZIP:	60661		
URL:	www.jeffersonwells.com		

Part 2. Merchant Organization Information

Company Name:	City of Chicago	DBA(s):	
Contact Name:	Alyse Hutchinson	Title:	Acting Executive Director
Telephone:	312-747-6740	E-mail:	alyse.hutchinson@cityofchicago.org
Business Address:	333 S. State Street, Suite #540	City:	Chicago
State/Province:	IL	Country:	USA
ZIP:	60604		
URL:	www.cityofchicago.org		

Part 2a. Type of Merchant Business (check all that apply)

- ☐ Retailer
 ☐ Telecommunication
 ☐ Grocery and Supermarkets
☐ Petroleum
 ☒ E-Commerce
 ☒ Mail/Telephone-Order
☐ Travel & Entertainment
 ☐ Others (please specify):

List facilities and locations included in PCI DSS review. Office & Datacenter located at 330 North Wabash, 27th Floor, Chicago, Illinois, USA 60611

Part 2b. Relationships

Does your company have a relationship with one or more third-party agents (for example, gateways, web-hosting companies, airline booking agents, loyalty program agents, etc)? ☐ Yes ☒ No

Does your company have a relationship with more than one acquirer? ☐ Yes ☒ No

Part 2c. Transaction Processing

Payment Application in use: ADLink Payment Application Version: 3.5.8.2 / 3.8.2



Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated July 28, 2010, Vatsal Shah (Jatinderan Wells) asserts the following compliance status for the entity identified in Part 2 of this document as of July 2010 (check one):

- ☒ **Compliant:** All requirements in the ROC are marked "in place", and a passing scan has been completed by the PCI SSC Approved Scanning Vendor (Solventary) thereby City of Chicago – ISM Services has demonstrated full compliance with the PCI DSS 1.2.1
- ☐ **Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, or a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby company has not demonstrated full compliance with the PCI DSS.
Target Date for Compliance:
An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. Check with your auditor or the payment brand(s) before completing Part 4, since not all payment brands require this section.

Part 3a. Confirmation of Compliant Status

QSA/Merchant confirms:

- ☒ The ROC was completed according to the PCI DSS Requirements and Security Assessment Procedures, Version 1.2.1, and was completed according to the instructions therein.
- ☒ All information within the above-referenced ROC and in this attestation fairly represents the results of the assessment in all material respects.
- ☒ The merchant has confirmed with the payment application vendor that their payment application does not store sensitive authentication data after authorization.
- ☒ The merchant has used the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
- ☒ No evidence of magnetic stripe (i.e., track) data¹, CVV2, CVV2, CID, or CVV2 data², or PIN data³ storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Merchant Acknowledgments

		Date: 7/28/2010
Lead QSA Name: Vatsal Shah		Title: IT Professional, QSA
		Date: 7/29/10
Merchant Executive Officer Name:		Title:

¹ "In place" fields should include compensating controls reviewed by the QSA/merchant Internal Audit. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place".

² Data encoded in the magnetic stripe used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.

³ The logo or brand name placed on the signature panel or face of a payment card used to verify card-not-present transactions.

⁴ Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present with the transaction message.



Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "No" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. Check with your acquirer or the payment brand(s) before completing Part 4 since not all payment brands require this section.

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (if Compliance Status is "No")
1	Install and maintain a firewall configuration to protect cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3	Protect stored cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4	Encrypt transmission of cardholder data across open, public networks.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5	Use and regularly update anti-virus software.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Develop and maintain secure systems and applications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7	Restrict access to cardholder data by business need to know.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Assign a unique ID to each person with computer access.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9	Restrict physical access to cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
10	Track and monitor all access to network resources and cardholder data.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11	Regularly test security systems and processes.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12	Maintain a policy that addresses information security.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



Exhibit 17: < < Intentionally Omitted > >

Exhibit 18: Sample Work in Progress Listing

1. PCI—Application changes for ethical hack results—form caching—medium finding
2. PCI—Application changes for ethical hack results—cookie vulnerabilities—medium finding
3. Populate the secondary owner name (last, first, and initial) if provided in the DMV Out of State interfaces
4. Modify payment processing programs to apply payments against ticket fee component
5. Display Handheld Photo Information at Ticket Detail Page
6. Exclude from the Consolidated Notice Determination Section tickets that have an ALO Liable Determination. Add a marking and verbiage to consolidated notice if tickets have an ALO decision
7. Print any other relevant name, as may be directed, on IPH & FTA Notices
8. Modify the Hearing Noticing Program so that the Ticket Comment is more descriptive
9. Add reasons to the IBM Problem Log Screen
10. Modify the IPH Notice Program to capture and update the database with the violation code/description of the ticket
11. Add Retrieve Image Link to the Courts—View Problem Log Page
12. Develop an interface to enable “e-Checkout” functionality.
13. Develop an interface to the City of Chicago’s Oracle-based “Accounts Receivable” application.
14. Begin requirements-gathering phase towards development of online Administrative Hearings functionality.



Exhibit 19: Current Forms

City of Chicago—Department of Revenue/Department of Administrative Hearings

Forms Management

Item	Form Type	Form Number	Form Name	Avg. Monthly Usage*	Approximate Usage	
					(Jan–Dec) 2009	(Jan–Aug) 2010
1	Insert	4000	CONSOLIDATED INSERT	540,000	6,480,000	4,320,000
2	Envelope	493-019	AA #9(0) OPT.- DEPT OF REV- PO BOX 88292 W/INDICIA	331,250	3,975,000	2,650,000
3	Envelope	493-020	#10 WIN-DEPT OF REV-PO BOX 804556	281,500	3,378,000	2,252,000
4	Notice	496-025	CONSOLIDATED NOTICE	218,064	2,930,779	1,744,509
5	Envelope	493-014	AA #9(3) OPT.- DEPT OF REV- PO BOX 88292 W/INDICIA	227,500	2,730,000	1,820,000
6	Envelope	493-013	AA #10 WIN- DEPT OF REV- PO BOX 5676 W/INDICIA	226,833	2,721,996	1,814,664
7	Notice	496-037	COLLECTION LETTER—DEPT. OF LAW	126,933	1,523,196	1,015,464
8	Ticket	497-003	HANDWRITTEN TICKET VERSION 5.0 RED	103,319	3,301,800	826,500
9	Notice	496-040	NOTICE OF VIOLATION WITH AUTOCITE IMAGES	76,915	848,459	615,318
10	Notice	496-007	VIOLATION NOTICE	64,561	1,104,190	516,486
11	Notice	496-039	CAMERA ENFORCED VIOLATIONS STOCK	65,066	823,429	520,528
12	Notice	496-035	COLLECTION NOTICE "FINAL NOTICE"	57,477	696,512	459,819
13	Envelope	498-040	#10 WIN COLLECTION LAW ENVELOPE W/INDICIA	47,500	570,000	380,000
14	Form	200	ANOV SEPARATOR SHEET	25,500	306,000	204,000
15	Envelope	498-018	#10 WIN-ADMIN HEARING- PO BOX 5676	23,333	279,996	186,664
16	Form	2	IMAGE AUTOMATION FORM	19,500	234,000	156,000
17	Form	1	LOCKBOX FORM	15,000	180,000	120,000
18	Notice	496-009	IN-PERSON HEARING NOTICE	11,504	143,332	92,034
19	Admin	496-030	DEPARTMENT OF REV. PAYMENT INFO. SHEET	8,000	96,000	64,000

Item	Form Type	Form Number	Form Name	Avg. Monthly Usage*	Approximate Usage	
					(Jan–Dec) 2009	(Jan–Aug) 2010
20	Envelope	498-030	#10 WIN-DEPT OF REV- PO BOX 6289 W/INDICIA	7,917	95,004	63,336
21	Envelope	498-021	#10 WIN-DEPT OF REV- PO BOX 6289 W/OUT INDICIA	6,667	80,004	53,336
22	Envelope	493-010	#10 WIN-DEPT OF REV-PO BOX 5676	4,667	56,004	37,336
23	Admin	498-035	DEPARTMENT OF REV. LETTERHEAD CUT SHEETS (BLUE)	4,000	48,000	32,000
24	Notice	P00101W	ADMIN. HEARINGS / FTA NOTICE – SINGLE SHEET #20	3,635	39,901	29,083
25	Envelope	499-012B	9X12 ENVELOPE (804556 RETURN ADDRESS)	2,677	32,124	21,416
26	Envelope	300	6X9 PERMIT MAILING ENVELOPE	1,250	15,000	10,000
27	Envelope	493-007	DISABLED PARKING RENEWAL #10 ENVELOPE	1,000	12,000	8,000
28	Envelope	493-011	#10 WIN-DEPT OF REV-PO BOX 803100	1,000	12,000	8,000
29	Envelope	499-012A	9X12 ENVELOPE (5676 RETURN ADDRESS)	1,000	12,000	8,000
30	Admin	496-021	DOR LETTERHEAD CUT SHEETS (ORANGE)	883	10,596	7,064
31	Envelope	498-042	#10 WIN COLLECTION LAW ENVELOPE	500	6,000	4,000
32	Envelope	493-009	#10 WIN-DEPT OF REV-PO BOX 803100 WO/INDICIA	420	5,040	3,360

Exhibit 20: VRU Call Arrivals by Hour of Day

City of Chicago—Department of Revenue/Department of Administrative Hearings

744-PARK VRU CALL ARRIVALS BY HOUR OF DAY														
2010	2010 (YTD thru 8/31)												Total	% of Total
	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10		
12am-1am	168	156	184	210	179	148	209	184	n/a	n/a	n/a	n/a	1,438	0.27%
1am-2am	133	119	156	145	138	113	147	164	n/a	n/a	n/a	n/a	1,115	0.21%
2am-3am	113	83	95	104	105	98	127	112	n/a	n/a	n/a	n/a	837	0.16%
3am-4am	99	90	95	102	76	90	112	73	n/a	n/a	n/a	n/a	737	0.14%
4am-5am	96	89	87	85	66	45	82	65	n/a	n/a	n/a	n/a	615	0.12%
5am-6am	99	106	92	93	136	102	118	75	n/a	n/a	n/a	n/a	821	0.15%
6am-7am	272	339	352	383	420	490	482	471	n/a	n/a	n/a	n/a	3,209	0.60%
7am-8am	1,035	1,253	1,338	1,336	1,350	1,419	1,538	1,610	n/a	n/a	n/a	n/a	10,879	2.03%
8am-9am	4,927	5,137	5,539	5,017	4,687	4,903	4,866	5,282	n/a	n/a	n/a	n/a	40,358	7.55%
9am-10am	6,531	6,813	7,048	6,353	5,771	6,431	6,430	6,772	n/a	n/a	n/a	n/a	52,149	9.75%
10am-11am	7,093	7,079	7,706	6,753	6,025	6,982	6,920	7,242	n/a	n/a	n/a	n/a	55,800	10.44%
11am-12pm	7,325	7,113	7,755	6,693	6,015	7,165	7,213	7,344	n/a	n/a	n/a	n/a	56,623	10.59%
12pm-1pm	7,163	7,008	7,872	6,684	6,165	6,805	6,994	7,228	n/a	n/a	n/a	n/a	55,919	10.46%
1pm-2pm	7,002	6,606	7,364	6,297	5,822	6,684	6,668	6,967	n/a	n/a	n/a	n/a	53,410	9.99%
2pm-3pm	6,918	6,664	7,199	6,098	5,607	6,385	6,647	6,590	n/a	n/a	n/a	n/a	52,108	9.75%
3pm-4pm	6,696	6,506	7,183	6,127	5,561	6,319	6,308	6,634	n/a	n/a	n/a	n/a	51,334	9.60%
4pm-5pm	5,356	5,413	6,000	5,152	4,824	5,618	5,368	5,689	n/a	n/a	n/a	n/a	43,420	8.12%
5pm-6pm	2,357	2,585	2,956	2,693	2,449	2,708	2,710	3,013	n/a	n/a	n/a	n/a	21,471	4.02%
6pm-7pm	1,280	1,184	1,635	1,559	1,383	1,545	1,561	1,609	n/a	n/a	n/a	n/a	11,756	2.20%
7pm-8pm	884	754	918	910	928	1,064	1,003	1,065	n/a	n/a	n/a	n/a	7,526	1.41%
8pm-9pm	637	529	582	561	696	781	693	633	n/a	n/a	n/a	n/a	5,112	0.96%
9pm-10pm	439	384	478	380	429	441	432	440	n/a	n/a	n/a	n/a	3,423	0.64%
10pm-11pm	322	269	320	347	296	316	376	315	n/a	n/a	n/a	n/a	2,561	0.48%
11pm-12am	236	224	258	224	245	264	317	252	n/a	n/a	n/a	n/a	2,020	0.38%
TOTALS	67,181	66,503	73,212	64,306	59,373	66,916	67,321	69,829	n/a	n/a	n/a	n/a	534,641	100.00%

City of Chicago Violation, Noticing and Adjudication Administration Business Processes and System Support
Request for Proposal—Exhibit Attachments

2009	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total	% of total
12am-1am	94	136	104	133	120	124	158	145	139	142	193	177	1,665	0.20%
1am-2am	48	58	47	76	65	76	89	72	76	67	134	134	942	0.11%
2am-3am	47	43	38	51	54	63	37	67	56	56	96	88	696	0.08%
3am-4am	21	38	38	42	42	34	54	35	43	43	69	101	560	0.07%
4am-5am	47	55	50	48	37	33	45	45	62	55	61	75	613	0.07%
5am-6am	63	91	63	54	78	105	72	57	74	74	118	94	943	0.11%
6am-7am	229	343	288	354	415	382	373	328	303	243	342	270	3,870	0.47%
7am-8am	833	1,377	1,058	1,319	1,195	1,195	1,291	1,074	1,186	1,002	1,339	1,128	13,997	1.69%
8am-9am	4,270	5,984	5,213	5,306	4,782	4,651	5,387	4,497	4,888	4,640	5,090	4,462	59,170	7.16%
9am-10am	6,547	7,756	6,709	7,032	6,217	6,370	6,885	6,302	6,680	6,738	6,652	6,042	79,930	9.68%
10am-11am	6,763	8,045	7,356	7,808	6,518	7,166	7,883	7,021	7,324	7,218	6,995	6,665	86,762	10.51%
11am-12pm	7,132	8,203	7,602	7,859	6,716	7,426	8,003	7,340	7,288	7,421	6,825	7,003	88,818	10.75%
12pm-1pm	6,985	8,073	7,345	7,520	6,561	7,514	7,889	7,182	7,233	7,652	6,882	6,879	87,715	10.62%
1pm-2pm	6,958	7,461	7,345	7,034	6,268	7,028	7,451	6,668	6,960	7,339	6,614	6,611	83,737	10.14%
2pm-3pm	7,012	7,392	6,982	7,242	5,944	6,895	7,437	6,799	6,676	7,346	6,618	6,351	82,694	10.01%
3pm-4pm	6,817	7,612	6,853	6,994	6,059	6,741	7,524	6,314	6,686	7,280	6,414	6,168	81,462	9.86%
4pm-5pm	5,565	6,384	5,910	6,231	5,308	5,945	6,320	5,564	5,877	6,043	5,083	4,737	68,967	8.35%
5pm-6pm	2,446	3,250	3,185	3,287	2,715	3,271	3,200	2,934	3,050	2,973	2,077	1,997	34,385	4.16%
6pm-7pm	1,266	1,417	1,818	1,908	1,561	1,827	1,909	1,650	1,702	1,415	1,160	1,248	18,881	2.29%
7pm-8pm	680	867	962	1,044	1,010	1,048	1,132	973	904	768	792	842	11,022	1.33%
8pm-9pm	455	581	542	586	592	714	738	648	603	509	595	638	7,201	0.87%
9pm-10pm	407	485	501	442	414	461	490	386	394	374	472	469	5,295	0.64%
10pm-11pm	354	365	321	341	333	322	307	344	292	309	365	331	3,984	0.48%
11pm-12am	197	257	221	217	169	171	244	199	201	225	238	243	2,582	0.31%
TOTALS	65,236	76,273	70,551	72,928	63,173	69,562	74,918	66,644	68,697	69,932	65,224	62,753	825,891	100.00%

2008	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total	% of total
12am-1am	118	113	95	114	78	90	103	104	108	102	88	105	1,218	0.18%
1am-2am	90	63	65	59	47	49	58	74	77	58	64	59	763	0.11%
2am-3am	42	35	36	34	21	25	39	36	37	29	44	34	412	0.06%
3am-4am	47	44	31	16	23	27	24	36	29	31	54	33	395	0.06%
4am-5am	41	29	26	35	29	25	33	57	32	29	70	45	451	0.07%
5am-6am	50	55	34	43	67	58	49	45	46	57	57	72	633	0.09%
6am-7am	141	156	127	209	328	305	351	297	263	252	237	198	2,864	0.43%
7am-8am	757	767	760	932	858	818	1,078	1,083	952	1,092	1,001	939	11,037	1.66%
8am-9am	3,982	3,821	3,737	4,131	4,000	3,817	4,270	4,245	4,439	4,314	4,131	4,384	49,271	7.39%
9am-10am	5,587	5,359	5,224	5,561	5,164	4,856	5,515	5,216	5,719	5,649	5,222	6,190	65,262	9.79%
10am-11am	6,171	5,569	5,440	5,833	5,095	5,501	6,013	5,397	6,208	6,449	5,662	6,631	69,969	10.50%
11am-12pm	6,131	5,613	5,531	5,785	5,293	5,397	6,277	5,951	6,356	6,511	5,514	7,019	71,378	10.71%
12pm-1pm	6,214	5,498	5,734	5,724	5,258	5,137	5,989	5,626	6,171	6,252	5,455	6,904	69,962	10.50%
1pm-2pm	6,001	5,404	5,529	5,300	5,020	5,222	5,860	5,163	5,931	6,078	5,189	6,485	67,182	10.08%
2pm-3pm	6,025	5,209	5,346	5,410	4,986	4,902	5,826	5,234	5,880	5,992	5,255	6,228	66,293	9.95%
3pm-4pm	5,892	5,415	5,217	5,187	5,272	5,010	5,661	5,510	6,111	6,254	5,129	6,196	66,854	10.03%
4pm-5pm	5,002	4,880	4,770	4,730	4,480	4,120	4,997	5,106	5,187	5,216	4,111	4,787	57,386	8.61%
5pm-6pm	1,975	2,201	2,474	2,440	2,116	2,198	2,602	2,726	2,516	2,560	1,537	1,947	27,292	4.09%
6pm-7pm	1,056	1,064	1,321	1,441	1,297	1,320	1,485	1,509	1,356	1,184	938	1,065	15,036	2.26%
7pm-8pm	609	625	711	859	746	794	845	853	643	629	555	661	8,530	1.28%
8pm-9pm	475	408	412	510	479	439	577	508	396	410	433	464	5,511	0.83%
9pm-10pm	329	326	314	336	303	278	382	326	367	370	327	404	4,062	0.61%
10pm-11pm	309	241	217	267	209	188	284	225	234	233	255	265	2,927	0.44%
11pm-12am	183	152	143	146	124	137	159	159	190	138	136	165	1,832	0.27%
TOTALS	57,227	53,047	53,294	55,102	51,293	50,713	58,477	55,486	59,248	59,889	51,464	61,280	666,520	100.00%

Exhibit 21: ACD Call Arrivals by Hour of Day

City of Chicago—Department of Revenue/Department of Administrative Hearings

744-PARK ACD Call Arrivals By Hour of Day 2010 (Thru YTD 8/31)														
2010	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total	% of total
8am-9am	2,603	2,613	2,942	2,807	2,576	2,833	2,630	2,928	n/a	n/a	n/a	n/a	21,932	9.7%
9am-10am	3,164	3,012	3,469	3,257	3,056	3,318	3,326	3,498	n/a	n/a	n/a	n/a	26,100	11.56%
10am-11am	3,095	3,033	3,314	3,157	2,903	3,283	3,277	3,527	n/a	n/a	n/a	n/a	25,590	11.33%
11am-12pm	3,313	3,279	3,746	3,436	3,070	3,774	3,651	3,980	n/a	n/a	n/a	n/a	28,249	12.5%
12pm-1pm	2,959	2,983	3,455	3,037	2,960	3,253	3,207	3,362	n/a	n/a	n/a	n/a	25,216	11.17%
1pm-2pm	2,847	2,754	3,210	2,917	2,855	3,257	3,201	3,442	n/a	n/a	n/a	n/a	24,485	10.84%
2pm-3pm	3,215	2,966	3,447	3,155	2,837	3,194	3,244	3,396	n/a	n/a	n/a	n/a	25,453	11.27%
3pm-4pm	3,110	2,944	3,286	3,171	2,837	3,181	3,206	3,548	n/a	n/a	n/a	n/a	25,283	11.20%
4pm-5pm	2,659	2,633	3,005	2,951	2,658	3,115	3,154	3,348	n/a	n/a	n/a	n/a	23,524	10.42%
TOTALS	26,966	26,219	29,875	27,889	25,750	29,207	28,897	31,029	0	0	0	0	225,832	100.00%

744 PARK ACD Call Arrivals By Hour of Day 2009														
2009	Jan-09	Feb-09	Mar-09	Apr-09	May-09	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Total	% of total
8am-9am	2,217	2,936	2,661	2,633	2,588	2,546	2,919	2,529	2,623	2,316	2,456	2,431	30,856	9.15%
9am-10am	3,224	3,604	3,247	3,256	3,204	3,231	3,591	3,071	3,281	3,201	3,030	3,066	39,008	11.57%
10am-11am	2,999	3,378	3,184	3,460	3,046	3,316	3,621	3,148	3,316	3,159	2,819	3,066	38,514	11.42%
11am-12pm	3,439	3,724	3,592	3,820	3,348	3,687	3,940	3,559	3,608	3,491	3,200	3,397	42,805	12.69%
12pm-1pm	3,139	3,283	3,140	3,289	2,973	3,218	3,544	3,169	3,238	3,199	2,772	3,049	38,014	11.27%
1pm-2pm	2,855	3,023	2,995	2,992	2,853	2,984	3,157	2,941	3,029	3,088	2,580	2,999	35,497	10.53%
2pm-3pm	3,109	3,407	3,356	3,181	3,077	3,322	3,751	3,211	3,267	3,297	3,079	3,057	39,116	11.60%
3pm-4pm	3,122	3,277	3,144	3,256	2,871	3,224	3,617	3,107	3,186	3,332	2,936	3,084	38,158	11.32%
4pm-5pm	2,879	3,323	2,938	3,030	2,885	3,042	3,188	2,888	3,075	3,055	2,449	2,502	35,255	10.45%
TOTALS	26,986	29,954	28,257	28,917	26,845	28,573	31,328	27,626	28,624	28,138	25,324	26,652	337,224	100.00%

744 PARK ACD Call Arrivals By Hour of Day														
2008	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Aug-08	Sep-08	Oct-08	Nov-08	Dec-08	Total	% of total
8am-9am	2,176	2,071	2,094	2,482	2,310	2,304	2,304	2,377	2,478	2,432	2,068	2,311	27,408	9.16%
9am-10am	2,921	2,604	2,785	2,879	2,670	2,644	2,858	2,751	3,066	2,967	2,585	3,178	33,907	11.34%
10am-11am	3,186	2,743	2,830	3,018	2,599	2,692	2,751	2,604	3,004	3,092	2,543	3,048	34,111	11.41%
11am-12pm	3,157	2,785	2,889	3,245	3,014	3,205	3,128	3,102	3,353	3,429	2,744	3,528	37,580	12.57%
12pm-1pm	2,939	2,525	2,720	2,924	2,681	2,716	2,738	2,755	2,974	3,055	2,491	3,281	33,800	11.30%
1pm-2pm	2,726	2,452	2,934	2,809	2,664	2,711	2,706	2,414	2,607	2,916	2,256	3,016	32,211	10.77%
2pm-3pm	3,124	2,706	2,845	2,930	2,591	2,799	2,822	2,943	3,016	3,107	2,497	3,191	34,571	11.56%
3pm-4pm	3,009	2,728	2,882	2,885	2,786	2,950	2,845	2,920	3,032	3,189	2,495	3,127	34,848	11.65%
4pm-5pm	2,575	2,269	2,665	2,475	2,436	2,454	2,651	2,783	2,818	2,785	2,037	2,671	30,619	10.24%
TOTALS	25,813	22,884	24,643	25,646	23,751	24,476	24,805	24,649	26,347	26,972	21,718	27,351	299,055	100.00%

Exhibit 22: ARC-Eligible Baseline Volume

City of Chicago—Department of Revenue/Department of Administrative Hearings

Description	2007	2008	2009	2010 YTD (8/31)
Tickets process through CANVAS Annually	3,298,857	3,430,628	3,546,000	2,191,840
Images (Processed Annually)	5,877,000	6,813,000	9,876,000	6,645,000
Authorized Users	745	863	519	613
Call Center				
Total Number of Call Arrivals through VRU	589,573	534,641	825,891	666,520
Call Center ACD Call Arrivals	271,143	225,832	337,224	299,055
Forms Management				
Total Notices of Violation (including Red-Light, DLS, IPH, etc.) -- All Levels	6,543,186	7,205,205	7,450,937	4,512,023
Soldier Field/Wrigley Field Permit Renewals	16,666	10,794	9,797	12,391
Other Special Mailings	9,037	14,965	5,386	1,933
Ticket Books Printed (30 tickets per ticket book)	56,600	90,546	110,060	27,550
Payment Processing				
Lock Box	773,000	734,361	677,337	394,749
Help Desk (Internal End Users)				
Help Desk Interactions (phone, voicemail, email)	8,790	7,367	6,640	5,088

Exhibit 23: CANVAS Report Types

No.	Report Name	Frequency	Receiving Department	When Required (bdom = business day of month)
1	ALJ Productivity	Monthly	DOAH	2nd bdom 10:00 AM
2	ALJ Productivity	Weekly	DOAH	End of Day Monday
3	ALJ Red-Light Productivity	Weekly	DOAH	End of Day Monday
4	ALJ Red-Light Productivity Not Liable by ALO	Weekly	DOAH	End of Day Monday
5	Boot Tow Disposition	Monthly	DOAH	2nd bdom 10:00 AM
6	Boot Tow Statistics	Monthly	DOR, DOAH	2nd bdom 10:00 AM
7	Circuit Court	On-request	DOAH	24 hours from request
8	Daily Hold Seizure	Daily	Street & San	Before 9:00 AM
9	Daily Paid Tow	Daily	Street & San	Before 9:00 AM
10	Default Determination Certification (FTA)	Weekly	DOAH	End of Day Monday
11	Disabled Permit Active by Ward	Weekly	DOR	8:00 AM Monday
12	Disabled Permit Removal	Weekly	DOR	8:00 AM Monday
13	Disabled Permit Survey	Weekly	DOR	8:00 AM Monday
14	Disabled Permit Work Order	Weekly	DOR	8:00 AM Monday
15	DLS Statistics	Monthly	DOR	2nd bdom 10:00 AM
16	Gone on Arrival (GOA)	Weekly	DOR Street Ops	6:30 PM Friday
17	Hearing Site	Monthly	DOAH	2nd bdom 10:00 AM
18	Hearing Statistics	Monthly	DOAH	2nd bdom 10:00 AM
19	Motion To Set Aside	Monthly	DOAH	2nd bdom 10:00 AM
20	Out of State Payment Statistics YTD	Monthly	DOR	2nd bdom 10:00 AM
21	Paid DLS Certification	Weekly	DOR	Each Monday

No.	Report Name	Frequency	Receiving Department	When Required (bdom = business day of month)
22	Payment Plan	Weekly	DOR	Each Monday
23	Red Light Intersection CTD	Weekly	DOR, DOAH, CDOT	Before 9:00 AM
24	Red Light Intersection YTD	Weekly	DOR, DOAH	Each Monday
25	Revenue Statistics	Monthly	DOR, DOAH	2nd bdom 10:00 AM
26	Revenue Statistics by License Plate Type YTD	Monthly	DOR	2nd bdom 10:00 AM
27	Ticket Issuance	Monthly	DOR	2nd bdom 10:00 AM
28	Tickets Decided by ALO	Monthly	DOAH	2nd bdom 10:00 AM
29	Tickets Decided by ALO and Violation	Monthly	DOAH	2nd bdom 10:00 AM
30	Tickets Decided by Queue by Violation	Monthly	DOAH	2nd bdom 10:00 AM
31	Tickets Decided by Violation Code	Monthly	DOAH	2nd bdom 10:00 AM
32	Tow Report	Daily	Street Ops	Monday - Sunday
33	Weekend Hold Seizure	Weekly	Street & Sans	Before 9:00 AM
34	Weekend Paid Tow	Weekly	Street & Sans	Before 9:00 AM
35	Weekly Notice Issuance Total	Weekly	DOR, DOAH	After Noticing Batch
A	2nd Collection Notice	Weekly	DOR	Monday 12 PM
B	ANOV Payments	Daily	DOAH	7:00 PM Mon-Fri
C	ANOV Tickets	Daily	DOR	11:00 AM Mon-Fri
D	Autocite Meter Update	Daily	DOR	12:00 AM Mon-Sun
E	Boot Eligibility File	Daily	DOR	6:00 AM Mon-Fri
F	Certification Notice	Weekly	DOR	Monday 12 PM
G	Collection Notice	Weekly	DOR	Monday 12 PM
H	Consolidated Notice & DLS insert	Weekly	DOR	Monday 12 PM

No.	Report Name	Frequency	Receiving Department	When Required (bdom = business day of month)
I	Corporate Noticing	Monthly	DOR	Monthly
J	CTA Notice of Violation	Weekly	DOR	Monday 12 PM
K	Employee Indebtedness	Weekly	DOR	Tuesday
L	Employee Indebtedness Update	Daily	DOAH	6:00 PM Mon-Fri
M	Failure to Appear Notice	Weekly	DOAH	Monday 12 PM
N	Gone on Arrival (GOA) File	Daily	DOR	6:00 AM Mon-Fri
O	In-Person Hearing CTA Notice File	Weekly	DOR	Thursday 12 PM
P	In-Person Hearing Notice File	Weekly	DOR	Thursday 12 PM
Q	In-Person Hearing VIN Notice File	Weekly	DOR	Thursday 12 PM
R	IRIS - Paid File		DOR	On Request
S	IRIS - Placement File		DOR	On Request
T	Law Firm	Monthly	DOR	1st of the Month
U	Law Firm Collection Agency Adhoc		DOR	On-request
V	Outstanding Debt		DOR	On-request
W	Payment Plan - Placement File - Harris & Harris		DOR	Weekly
X	Payment Plan - Placement File - Linebarger		DOR	Weekly
Y	Payment Plan - Removal File - Harris & Harris		DOR	Weekly
Z	Payment Plan - Removal File - Linebarger		DOR	Weekly
AA	Payment Plan Default - Harris & Harris		DOR	Weekly
BB	Payment Plan Default - Linebarger		DOR	Weekly
CC	Placement File - Harris & Harris		DOR	Weekly
DD	Placement File - Linebarger		DOR	Weekly
EE	Red Light Notice of Violation	Weekly	DOR	Monday 12 PM
FF	Removal File - Harris & Harris		DOR	Weekly

No.	Report Name	Frequency	Receiving Department	When Required (bdom = business day of month)
GG	Removal File - Linebarger		DOR	Weekly
HH	Revenue Analysis	Daily	DOR	6:00 AM Mon-Fri
II	Seizure Ad Hoc		DOR	On-request
JJ	Software License End-User		DOR, DOAH	Per Each Change
KK	Spoiled Ticket	Monthly	DOR	1st of the Month
LL	Ticket Issuance by Violation Code		DOR	On-request
MM	Ticket Queue		DOR	On-request
NN	Unit Report		DOR	On-request
OO	Violation Notice	Weekly	DOR	Thursday



Exhibit 24: Health Insurance Portability and Accountability Act

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. Contractor 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. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor 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 the City or, as directed by the City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If Contractor has PHI in a Designated Record Set then Contractor must amend the PHI in the applicable Designated Record Set as directed or agreed to by the City pursuant to 45 CFR 164.526, and in the time and manner designated by the City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI Contractor received from the City or that Contractor created or received on behalf of the City available to the City, or, at the City's request, 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. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for the City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to the City or an Individual) in time and manner designated by the City, information collected that relates to the disclosure of PHI, to permit the City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.



Exhibit 25: Confidentiality Agreement

Subject: Pre-Contract Award CANVAS Data and Related Information

Specification No. 92488

CONFIDENTIALITY AGREEMENT

I, the undersigned, understand and agree to act in all manner such that all information provided to NAME OF COMPANY, and to its employees and, to the extent applicable, to its subcontractors and any other third-party entity in contact with NAME OF COMPANY, of which such information is provided in connection with the above referenced subject, are to be kept confidential and shall not be disclosed, photocopied, electronically imaged, or duplicated in any way, except as may be provided under the written consent of the Department of Procurement Services and the Department of Revenue.

I understand that while under the care, custody, and control of NAME OF COMPANY, any information including, but not limited to, electronic data, hard copies of data, business process diagrams, data file formats, data system descriptions, and other such information as relates to the above referenced subject, must be maintained in such a way as to ensure its confidentiality and security and must not to be shared with other vendors or any individual who has not signed this confidentiality agreement.

I further understand that it is a breach of ethical standards to knowingly use confidential information for actual or anticipated gain, or for the actual anticipated gain of any other person.

I understand that any disclosure or dissemination of information relating to the above referenced subject that was made without prior and sufficient notice given to the City, may, in addition to any other remedies that may be permitted under law, be cause for the termination of any furtherance towards the contract award process.

With these understandings made therefore, I pledge my cooperation in and commitment to preserving the confidentiality of all City of Chicago debt file data and related debt collection service information.

Signature

Print Name

Title and Company

Date

rev 1- 92488

Exhibit 26: Support Personnel Descriptions (sample)

Application Development Manager

Coordinates system analysis and application development activities through direct and indirect staff. Directs development teams in the areas of scheduling, technical direction, future planning and standard development practices. Participates in budgeting and capital equipment processes and quality improvement activities for the development organization. Meets scheduled milestones to ensure project/program objectives are met in a timely manner and has an in-depth knowledge of the principles, theories, practices and techniques for managing the activities related to planning, managing and implementing system analysis and application development projects and programs.

Application Development Analyst

Works closely with customers, business analysts, and team members to understand business requirements that drive the analysis and design of quality technical solutions. These solutions must be aligned with business and IT strategies and comply with the organization's architectural standards. Involved in the full systems life cycle and is responsible for designing, coding, testing, implementing, maintaining and supporting application software that is delivered on time and within budget. Makes recommendations toward the development of new code or reuse of existing code. Responsibilities may also include participation in component and data architecture design, performance monitoring, product evaluation and buy versus build recommendations. Has experience in system analysis, design and a solid understanding of development, quality assurance and integration methodologies.

Web Application Programmer

Develops, maintains, and supports applications for the enterprise's Internet/intranet sites. Gathers and analyzes requirements. Programs all or selected components of Web applications. Documents components and applications. Develops automation techniques to enable end-user content publishing; programs, tests and implements mapped graphic images, forms and HTML pages; handles client browser support inquiries; maintains links to external sites and accuracy on internal links while ensuring up-to-date information. Researches, evaluates and recommends new Internet tools and applications for use in assigned responsibilities. This job at the senior level has experience in a variety of the more difficult Web tools and languages.

Business Analyst

Serves as a liaison between the business community and the IT organization in order to provide technical solutions to meet user needs. Possesses expertise in the business unit(s) they support, as well as, an understanding of the IT organization's systems and capabilities. Analyzes business partner's operations to understand their strengths and weaknesses to determine opportunities to automate processes and functions. Assists in the business process redesign and documentation as needed for new technology. Translates high level business requirements into functional specifications for the IT organization and manages changes to such specifications. Educates the IT organization on the direction of the business. Negotiates agreements and commitments by facilitating communication between business unit(s) and IT from initial requirements to final implementation. Possesses an understanding of technological trends and uses this knowledge to bring solutions to business units supported to enhance the enterprise's competitive edge. May make recommendations for buy versus build decision.

Enterprise Architect

Provides overall direction, guidance and definition of an enterprise's architecture to effectively support the corporate business strategy. Responsibilities include researching, analyzing, designing, proposing, and delivering solutions that are appropriate for the business and technology strategies. Must have significant business knowledge and have one or more areas of technical expertise in which they concentrate. Interfaces across several business areas, acting as visionary to proactively assist in defining the direction for future projects. Responsible for conception of solutions, building consensus and the selling and execution of such solutions.

Application Architect

Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business-critical software solutions, utilizing appropriate software engineering processes—either individually or in concert with project team. Will assist in the most difficult support problems. Develops programming and development standards and procedures as well as programming architectures for code reuse.

Has in-depth knowledge of state-of-the art programming languages and object-oriented approaches in designing, coding, testing and debugging programs. Understands and consistently applies the attributes and processes of current application development methodologies. Researches and maintains knowledge in emerging technologies and possible application to the business. Viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. Acts as an internal consultant, advocate, mentor and change agent.

Information Security Architect

Develops and implements enterprise information security architectures and solutions. Serves as a security expert in application development, database design, network, and/or platform (operating system) efforts, helping project teams comply with enterprise and IT security policies, industry regulations, and best practices. Researches, designs, and advocates new technologies, architectures, and security products that will support security requirements for the enterprise and its customers, business partners, and vendors. Contributes to the development and maintenance of information security strategy and architecture. Evaluates and develops secure solutions based on approved security architectures. Analyzes business impact and exposure based on emerging security threats, vulnerabilities, and risks. Works with Enterprise Architects and other functional area architects and security specialists to ensure adequate security solutions are in place throughout all IT systems and platforms to mitigate identified risks sufficiently, and to meet business objectives and regulatory requirements. Communicates security risks and solutions to business partners and IT staff as needed.

Database Administrator

Manages and maintains all production and non-production databases. Responsible for standards and design of physical data storage, maintenance, access and security administration. Performs backup and recovery on Database Management Systems, configures database parameters, and prototype designs against logical data models, defines data

repository requirements, data dictionaries and warehousing requirements. This position optimizes database access and allocates/re-allocates database resources for optimum configuration, database performance and cost.

