

# REQUEST FOR PROPOSAL ("RFP") FOR LIBRARY MANAGEMENT SYSTEM

Specification No. 120714

Required for use by:

**CITY OF CHICAGO  
CHICAGO PUBLIC LIBRARY  
(c/o Department of Innovation and Technology)**



This RFP distributed by:

**CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES**

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

Jamie L. Rhee, Chief Procurement Officer  
Attention: Jacoby Radford, Assistant Procurement Officer  
[jacoby.radford@cityofchicago.org](mailto:jacoby.radford@cityofchicago.org)  
312-744-3342  
Department of Procurement Services  
Bid & Bond Room - Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on February 18, 2015, 3:00 P.M. Central Time, at Chicago Public Library, Harold Washington Library Center, 400 S. State, Multipurpose Room, Lower Level, Chicago, IL 60605.

Attendance is Non-Mandatory, but encouraged.

PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 P.M., CENTRAL TIME, ON MARCH 27, 2015

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**RAHM EMANUEL  
MAYOR**

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**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**

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## **List of Exhibits**

- Exhibit 1 – Functional and Technical Requirements**
- Exhibit 2 – Interrogatories**
- Exhibit 3 – Reporting Requirements**
- Exhibit 4 – Company Profile Form and Project Reference Form**
- Exhibit 5 – Cost Proposal Form**
- Exhibit 6 – Sample Professional Services Agreement**
- Exhibit 7 – Insurance Requirements**
- Exhibit 8 – Data Protection Policy with Contractors**
- Exhibit 9 – New Information Security Policies**
- Exhibit 10 – Glossary of Terms**
- Exhibit 11 – City of Chicago Hardware and Software Standards Overview**
- Exhibit 12 – Online City of Chicago Economic Disclosure Statement and Affidavit (EDS)**
- Exhibit 13 – Special Conditions Regarding Minority and Women Owned Business Commitment**
- Exhibit 14 – Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits**

## 1 General Invitation

### 1.1 Purpose of the Request for Proposal

The City of Chicago ("City"), acting through Chicago Public Library ("CPL"), is pleased to invite the submission of proposals for the provision and implementation of the City's Library Management System ("LMS") and processes to not only replace the City's current technology, but to provide a holistic, streamlined solution to help it provide world-class library management services. The City sees the new LMS solution as the platform for this vision. The selected Respondent must deliver a comprehensive solution that empowers CPL to provide convenient, user-friendly access to the LMS for all CPL staff. CPL is seeking an LMS that includes the following modules:

- *Acquisitions*
- *Cataloging*
- *Circulation*
- *Collections*
- *Electronic Resource Management (optional)*
- *Digital Collections (optional)*

CPL is looking for software and consulting services that will:

- *Be a Software as a Service ("SaaS") based application*
- *Be a solution that is optimized for staff efficiency*
- *Be adaptive to the evolving needs of CPL*
- *Be compatible with BiblioCommons*
- *Seamlessly integrate with existing third-party software applications*
- *Provides open access to CPL data so it can integrate with the City's data portal and other data sharing platforms*

By means of this solicitation, the City seeks a partner that will provide a LMS that is optimized for staff use in order to simplify and streamline staff workflows and improve efficiencies. CPL has partnered with another vendor, currently BiblioCommons, to provide the patron discovery and virtual engagement tools as well as the user experience for both the patron-facing discovery tools and CPL's website. The LMS should seamlessly integrate and share data with the patron user experience tools, whether it be BiblioCommons or other solutions CPL selects, to interact with and engage our patrons in a virtual environment. Vendors with proven LMS software and processes that leverage such technology are invited to respond to this RFP. The City is interested in a software as a service ("SaaS") deployment and is not interested in hosting the solution on premise.

## Context

For the purposes of this RFP, **Chief Procurement Officer ("CPO")** means the Chief Procurement Officer of the City of Chicago. **"Commissioner"** means the Commissioner of the Department of Chicago Public Library. **"Department"** means the Chicago Public Library. The **"Functional Groups"** are Acquisitions, Administration, Cataloging, Circulation, Collections, Digital Collections, Electronic Resource Management, Interagency/Interlibrary Loans, Finance, Public Service, and Serials.

**"Respondent"** means a company or individual that submits a proposal in response to this RFP. **"Selected Respondent"** or **"Contractor"** means the awardee of the contract. The Scope of Services outlined in Section 2 - Scope of Services of this RFP will be referred to as **"Services."** The set of documents submitted by a Respondent will be referred to as a **"Proposal."**

## Respondent Readiness for Library Management System Request for Proposal

The City requires Respondents submitting a proposal for a new LMS to answer "YES" to the following two (2) questions in order for the proposal to be considered by the City. These questions must be addressed in Exhibit 1 – Functional and Technical Requirements.

- 1) The City requires that all of its data be stored in the continental U.S. Does the SaaS solution that the Respondent is proposing meet this requirement? Does the Respondent have, as of the date of its proposal, a data storage facility/facilities in the continental U.S. where the data will be stored, or if not, can Respondent commit to the City that it will have such facility/facilities by May 1 2015?
- 2) Will the Respondent's proposed SaaS solution support an installation with a minimum annual circulation of 9 million transactions including a combination of circulations of the library system patrons and reciprocal borrowers?

## 1.2 Description of Business Needs

### 1.2.1 Overview

The current Integrated Library System ("ILS") technology was installed in January 2008. The City seeks to replace this system with a state-of-the-art SaaS solution that will facilitate the City's commitment to improve a patron's ability to utilize all Chicago Public Library has to offer as well as create a seamless environment for performing functions related to the Functional Groups' needs.

### 1.2.2 Website

The City is seeking its next cloud-based LMS to handle the back-of-house administrative functions related to acquisitions, circulation, cataloging, materials processing, serials, etc. Patron-facing services such as the online catalog, discovery tool, website, and event calendar are provided by a third-party vendor, which is currently BiblioCommons but may be another product in the future which Respondent will need to support. The LMS should fully integrate with CPL's front-facing website and discovery layer as well as other third-party applications CPL uses.

### 1.2.3 Cross-functionality

The City is interested in an LMS platform that will seamlessly integrate with current and future third-party applications. Data from the LMS should be shareable with other applications. Third-party applications should be able to write and update data within the LMS. The LMS should have full API access for all accounts, circulation transactions, and statistics for the ease of displaying this information in both CPL and City of Chicago applications. The LMS should have robust web services that allow for the retrieval and updating of bibliographic and item records in real-time including item availability to display in third-party applications.

## 1.3 Current State

The Chicago Public Library is the public library system that serves the residents of the City of Chicago. It consists of 80 branches, including a central library (Harold Washington Library Center), two regional libraries (North – Sulzer Regional Library; South – Woodson Regional Library), and branches distributed throughout the City's 77 community areas. As one of the City's main cultural assets, CPL provides patrons with free programs, lecture series, public computing and Internet, and access to a large selection of databases, in addition to its physical and electronic materials.

The following table displays CPL's 2014 statistics.

Item	Response
Current number of branches	80
Total circulation transactions	10,022,785
Total patrons	1,117,772
Total item records in ILS system	6,526,339
Total # of holds placed	1,399,544
Total # of holds filled	768,253
Total # of non-serials materials acquired	400,000
Acquisitions expenditures	\$8,277,000
Total bibliographic records	1,117,772

Cataloged holdings	4,993,831
Total number of serials subscriptions	8,900
Total reciprocal borrowing circulation	111,616
Interlibrary loans lent to other libraries	6,652
Interlibrary loans borrowed from other libraries	5,085
Total dedicated PAC workstations	Approximately 3,500
Total number of computer sessions	2.9 million
Total number of pages printed via public print software	2.5 million
Total number employees	725 full-time staff 185 part-time staff
Website visits	13,038,042
Website unique visitors	10,765,938
Website page views	59,227,549

The most up to date statistics about the library can be found on the [City of Chicago Data Portal](https://data.cityofchicago.org/browse?tags=libraries&utf8=%E2%9C%93): <https://data.cityofchicago.org/browse?tags=libraries&utf8=%E2%9C%93>

The City operates in a multi-platform technology environment described in detail in the [City Hardware and Software Standards document](#) available on the City's website. Respondents must familiarize themselves with this document and align their technical responses with the described standards where appropriate. The Selected Respondent will be required to provide a new LMS solution that includes the current ILS functionality and integrates with third-party solutions. CPL currently has the following modules/products: CARL.X – Circ, CARL.X – ITSi, CARL.X – Acquisitions, CARL.X – Serials, Website (BiblioCommons), Third-Party Applications (listed later within this RFP).

The Selected Respondent's Proposal will be comprehensive and include all business analysis, business process redesign, hosting, configuration, integration, documentation, training, knowledge transfer, project management, maintenance and support and other implementation services necessary to create a modern, world-class SaaS-based LMS. The solution will provide CPL with an improved platform for superior service taking into account the needs of today as well as the future.



## 2 Scope of Services

The Library Management System Project encompasses LMS software and implementation services to deliver a transformative library management solution for Chicago Public Library. This section details the scope of the project including software and implementation services. The specific submittal requirements to demonstrate the Respondent's ability to meet these expectations are contained in Section 4 – Proposal Requirements.

As indicated in Section 1 of this RFP, the City wants the Selected Respondent to not only implement the LMS software, but more importantly to deliver a suite of comprehensive services that align with the City's vision of providing a world-class LMS solution for Chicago Public Library. The software requirements are detailed in Section 2.1 and the implementation related services are detailed in Section 2.2 below.

### 2.1 Library Management System Software

#### 2.1.1 Functional and Technical Overview

The City has created a list of functional and technical requirements for the LMS solution in the following categories:

- 1.0 *Acquisitions*
- 2.0 *Cataloging*
- 3.0 *Circulation*
- 4.0 *Collections*
- 5.0 *Digital Collections (Response is Optional)*
- 6.0 *Electronic Resource Management (Response is Optional)*
- 7.0 *Finance*
- 8.0 *Interagency / Interlibrary Loans ("ILL")*
- 9.0 *Public Service*
- 10.0 *Serials*
- 11.0 *Technical & System*

The detailed requirements are included as Exhibit 1 – Functional and Technical Requirements to this RFP. The City does not expect or require that a single solution meet all of the requirements; however, Respondent is required to indicate whether their solution meets each requirement "out of the box," meets a requirement with customization, is capable of meeting the requirements with third-party integration, or does not meet the requirement.

In addition, Respondent shall provide additional information on the functional and technical features of their LMS solution. Exhibit 2 – Interrogatories provides a list of questions enumerating the required information. Respondent must complete both the matrix of requirements in Exhibit 1 and answer the open-ended questions in Exhibit 2.

### 2.1.2 LMS User Counts

The following is a staff breakdown for the benefit of the Respondent structuring the LMS to accommodate CPL's needs. Please use these counts as input into your proposals for LMS pricing.

Area of Staff Function	Number of Staff
Circulation	307
Library Pages	217
Public Service	601
Acquisitions	15
Finance	10
Collections	8
System Administrators	6
Technical Service	20

If the Respondent would like to offer an alternative usage model that they believe is financially beneficial to CPL, they are welcome to submit that model in addition to the per-user model requested above.

### 2.1.3 Maintenance and Support

The City is exclusively interested in implementing a SaaS solution. Hosting, data storage, maintenance and support shall be provided as part of the agreement between the Selected Respondent and the City. The maintenance agreement will not commence until the application has been placed in production and accepted by the City. Ongoing system support and maintenance must include all the technical support necessary for City staff to operate the solution, including help desk support on general system use, configuration settings, reporting, etc. Services shall be provided consistent with the requirements of Exhibit 8 - Data Protection Policies.

#### 2.1.3.1 Software/System Documentation

The Selected Respondent will provide detailed system and user documentation to City staff responsible for the operation and support of the system. The Selected Respondent shall provide digital, searchable technical and user manuals to the City. Additionally, the Selected Respondent will also provide the City with complete digital, searchable system implementation documentation concerning installation, configuration, testing, interfaces, and data conversion. The Selected Respondent shall also provide .DOC or .DOCX and PDF copies of all documentation listed above and unlimited downloads to updated copies.

The Selected Respondent shall provide, in a timely manner, system documents that describe all software in sufficient technical and functional detail, so that this information can be used by City personnel to maintain the system and resolve identified problems.

#### **2.1.3.2 Performance Standards**

The system will be expected to meet performance standards that will be defined in the final contract. Respondent should provide documentation of their standard Service Level Agreements ("SLAs") as part of their response. In the event the Selected Respondent does not meet the contractual performance requirements, the Selected Respondent will pay the City of Chicago damages. The liquidated damages for failing to adhere to defined SLAs may be defined during contract negotiations.

## **2.2 Library Management System Implementation Services**

The City requests all necessary implementation services to provide an LMS system that meets CPL's needs. The City is looking for an out of the box LMS implementation that will fill our required needs or those needs can be met by integrating third party solutions within the proposed LMS solution. The City will need to tap into the management consulting expertise of the Selected Respondent to deliver on the vision articulated in Section 1.

This section outlines the CPL's parameters and expectations around these implementation services and is in no way meant to delineate all of the tasks expected to complete the implementation. Respondents should consider all factors when developing their approach, implementation plan, and cost proposal. Providing specific, detailed examples that include a coherent methodology for aligning these services with the LMS software deployment is a critical success factor.

### **2.2.1 Business Analysis and Process Reengineering**

The City is looking for the Selected Respondent to conduct the necessary business analysis to sufficiently understand CPL's current business processes and how they would be implemented within the LMS. Additionally, the City will consider business process reengineering to more closely align CPL's processes to native LMS capabilities, or better align them with best practices for libraries that serve similar patron bases with similar services offerings and complexities. To clarify, the City does not want to memorialize a legacy business process in the new LMS if a redesigned process that meets CPL's business and service needs is reasonably achievable.

### **2.2.2 Custom Reporting**

The City requires a robust reporting tool for the end user that will allow us to generate usage and operational statistics, track items through their lifecycle, and improve staff workflow, etc. The reporting tool(s) should, whenever possible, allow subject matter

experts for a particular module to create and run their own reports with little or no knowledge of the SQL query language.

In order to more easily compare the reporting tools across multiple Respondents, the City has provided a chart, [Exhibit 3 – Reporting Requirements](#), which includes samples of the various reports generated regularly. This is not a comprehensive list of all of the reports CPL runs on a regular basis. Instead, we selected reports that would allow us to better understand the capabilities of the Respondent’s reporting tool. In addition to filling out the Reporting Requirements, the Respondent should include:

- Sample reports that can be produced in the system
- Screenshot(s) of the interface used to generate reports

In [Exhibit 3 – Reporting Requirements](#), Respondent must identify how each report listed in the report type column is generated.

### 2.2.3 Interfaces and Integration

The software must be able to integrate with CPL systems, including but not limited to:

Application Name	Application Use	Vendor	Directionality	Cloud/Local Host
BiblioCommons	CMS, Website/Catalog Search	BiblioCommons	Bi-Directional	SaaS application with one (1) local server (connector between BiblioCommons and ILS system)
PC Reservation	PC Reservation	EnvisionWare	Reads data from ILS and stores in local database	Locally hosted solution
LPT:One	Pay for Print	EnvisionWare	Reads data from ILS and stores in local database	Locally hosted solution.
ContentDM	Digital collections management	OCLC	----	SaaS
Gold Rush	Electronic resource management software	Colorado Alliance of Research Libraries	No interaction	Locally hosted solution.
Syndetics	Cover art, table of contents, abstracts	Bowker	----	SaaS
i-Tivia		TALKINGtech	Reads data from ILS	Local server that connects with ILS
EZproxy	Remote authentication and authorization of users to Library's e-content subscriptions	OCLC	Currently interacts with BiblioCommons; may interact with LMS in future, depending on needs.	Local server however library is exploring the move to a hosted solution in the future
Overdrive	Primarily e-books, also includes video, music, and	Overdrive	SIP2 for patron authentication	Licensed web-based resource for patrons

	audiobooks			
Hoopla	Streaming video	Midwest Tape	SIP2 for patron authentication	Licensed web-based resource for patrons
Springshare or Evanced	Room Reservation software	----	SIP2 for patron authentication	Will be SaaS

Ideally CPL wishes to procure the following software or licenses through the Respondent: PC Reservation, LPT: One, Gold Rush, Syndetics and i-Tivia. If a particular software license cannot be procured through the Selected Respondent, please provide alternatives for equivalent application that can be acquired via the contract. See [Exhibit 5 – Cost Proposal Form](#).

#### 2.2.4 Configuration, Testing, and Acceptance

Please detail how the Respondent expects to handle configuring, testing, and acceptance of the system as it relates to the following:

- The Respondent will be required to detail for the City the potential configuration options that are available to meet the requirements.
- The Respondent will be required to produce a configuration document as a project deliverable prior to the system's final configuration.
- The Respondent will be required to configure all necessary proposed functionality for the City and is expected to work closely with the CPL's functional experts to finalize the configurations and transfer knowledge.
- The Respondent will be required to provide a testing strategy and plan (including scripts) as a project deliverable to the City. The final testing plan will be signed off by the City prior to the execution of tests.
- The Respondent should provide four (4) system environments: development/configuration, testing, training, and production.
- The Selected Respondent will work with the City to ensure that at the time of cutover, the system is functioning with performance that is acceptable to the City.

#### 2.2.5 Training and Knowledge Transfer

Respondents should recommend the best possible training plan with consideration of the CPL's needs. Respondents should describe in detail their approach to training and knowledge transfer keeping in mind that the Library has approximately 910 full-time employee equivalent staff that includes 725 full-time and 185 part-time staff are located in 80 branches located throughout the City of Chicago. Reference Section 2.1.2 for additional staff breakdowns, but please note that these numbers will not reconcile as staff can perform in multiple functional areas. Respondents must include in their proposal how they will train staff prior to the launch of the new LMS, what types of remedial training will be made available shortly after the launch, and what types of advanced training is

recommended in the first year after the software launch. Respondents must also include in the plan the technical requirements for training centers.

### **2.2.6 Data Migration**

Respondent should recommend the best possible data migration plan with consideration of the current state of CPL's existing ILS, reference Section 1.3 Current State.

### **2.2.7 OPAC Integration**

Patron-facing services such as the online catalog, discovery tool, website, and event calendar are provided by a third-party vendor, which is currently BiblioCommons but may be another product in the future. CPL expects the LMS to seamlessly integrate and share data with the patron user experience tools, whether it be BiblioCommons or other solutions.

### 3 General Information and Guidelines

#### 3.1 Respondent Related Requirements

The Services contemplated are professional in nature. The Selected Respondent, acting as an individual, partnership, corporation, or other legal entity, must be of professional status, licensed to perform in the State of Illinois, licensed for all applicable professional discipline(s) requiring licensing, and governed by professional ethics in its relationship to the City. All reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this RFP are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will contain a provision requiring confidentiality on the part of the Selected Respondent.

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

#### 3.2 Communications between the City of Chicago and Respondents

##### 3.2.1 Submission of Questions or Request for Clarifications

Respondents must communicate only with the Department of Procurement Services ("DPS"). All questions or requests for clarification must be submitted to Jacoby Radford via email to [jacoby.radford@cityofchicago.org](mailto:jacoby.radford@cityofchicago.org) utilizing the appropriate [Clarifying Questions Template](#). The subject line of the email must clearly indicate the RFP specification number.

All scope related questions and requests for clarification must be received no later than 4:00 p.m. CT on February 25, 2015. All questions and requests for clarification must be submitted using the [Clarifying Questions Template](#) available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids). No telephone calls or e-mails will be accepted after this date, unless the questions are general in nature.

##### 3.2.2 Obtain RFP / Downloadable RFP Documents and Other Information

Respondents may download the RFP in and any future addenda from the City's DPS website at the following URL address: [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids)

**Paper copies will not be provided.** This is a technology RFP and the City expects Respondents to have full access to technology. The City also intends to cut its costs while adhering to environmentally conscious practices; therefore, the City will not provide hardcopies of this RFP or clarifications and/or addenda.

After downloading the RFP, the Respondent must contact the Bid & Bond Room by emailing the Respondent's electronic business card or contact information to [bidandbond@cityofchicago.org](mailto:bidandbond@cityofchicago.org) referencing Specification No. 120714. Submission of electronic contact information will enable Respondents to receive any future clarifications and/or addenda related to this RFP.

The City accepts no responsibility for the timely delivery of materials or for alerting the Respondent on posting to the DPS website information related to this RFP.

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

### **3.2.3 Non-Mandatory Pre-Proposal Conference**

The City will hold a Pre-Proposal Conference at Chicago Public Library, Harold Washington Library Center, 400 S. State, Multipurpose Room, Lower Level, Chicago, IL at 3:00 p.m. on February 18, 2015. All parties interested in responding to the RFP are urged to attend in person however a telephone conference is provided for those unable to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Jacoby Radford, Assistant Procurement Officer via email at [jacoby.radford@cityofchicago.org](mailto:jacoby.radford@cityofchicago.org) prior to the Pre-Proposal Conference. Include the names of attendees and whether the attendee is participating in person or via teleconference. Questions via teleconference are not preferred but will be addressed at the conference if received prior to the date of the conference. To participate in the teleconference, dial 1- 866-528-2256. The participant access code is 3355561.

### **3.3 Deadline and Procedures for Submitting Proposals**

To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 p.m. CT on March 27, 2015. The Bid & Bond Room can be reached at telephone number (312) 744-9773.

The City may, but is not required to, accept proposals that are not received by the date and time set forth in this RFP. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals. No additional or missing documents will be accepted after the due date and time, except as may be requested by the Chief Procurement Officer.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & Bond Room located in Room 103, City Hall. The time of the



receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid & Bond Room in City Hall. It is the Respondent's sole responsibility to ensure that the Proposal is received as required.

Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid & Bond Room  
Room 103, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

The Respondent must submit one (1) hardcopy original Proposal; nine (9) electronic copies of the Proposal in searchable PDF format on USB flash drives, one (1) copy per flash drive; and one (1) redacted copy of the submission in searchable PDF format on a CD-ROM for posting on the City's website as described in Section 3.8 of this RFP. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

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

Proposal Enclosed  
Request for Proposals (RFP) for: Library Management System  
Specification No: 120714  
Due: March 27, 2015  
Submitted by: (Name of Respondent)  
Package \_\_\_ of \_\_\_

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

### **3.4 Procurement Timetable**

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

Key Activity	Target Date
City Issues RFP	January 30, 2015
Non-Mandatory Pre-Proposal Conference	February 18, 2015
Proposal Questions Due	February 25, 2015
Proposals Due	March 27, 2015

### 3.5 Term of Contract and Exceptions

The City anticipates a five (5) year initial contract term with one (1) five (5) year extension exercisable at the City's sole option. A copy of a sample City of Chicago Professional Services Agreement is included in Exhibit 6 - Sample Professional Services Agreement. The City may from time to time revise its terms and conditions. Respondents must identify any objections to this Agreement in their response to this RFP.

### 3.6 Partnering

There are no limits on firms partnering to prepare proposals to meet the requirements in this RFP or on the number of proposals in which firms can participate. For example:

- A firm that is acting as prime contractor may submit multiple responses as a prime contractor utilizing different subcontractors and/or software solutions.
- A firm acting as a prime contractor on one Proposal may act as a subcontractor on another Proposal.
- A firm may be listed as a subcontractor on more than one Proposal.
- A single software product may be proposed on multiple Proposals.

The Proposal must clearly indicate the name of the prime contractor and all proposed subcontractors.

### 3.7 RFP Information Resources

Respondents are solely responsible for acquiring the necessary information or materials to prepare their Proposal in response to this RFP. Information for preparing a response to this RFP can be located on the City's website as follows:

- a. City's Procurement Site
  1. Pre-Bid/Proposal Conference Attendees
  2. Addenda and Exhibits, if any
  3. All forms and information required to submit a Proposal in response to this RFP including:
    - City of Chicago M/WBE Special Conditions
    - M/WBE Assist Agency List
    - All Required Forms including Schedules C-1 and D-1
  4. Search MBE/WBE Directory Database
- b. Technology Standards
  1. City Hardware and Software Standards

2. City Information Security Policy\*
- c. City Confidentiality and Use Policy
- d. Illinois Local Records Act

\*Exhibit 9 includes the City's New Information Security Policies that will be in effect prior to the proposal due date. The Selected Respondent will be required to abide by the City's Information Security Policies, the Data Protection Policy with Contractors contained in Exhibit 8, and other City policies, and laws, rules and regulations that apply with respect to the nature of the various types of data transmitted to and stored by the Selected Respondent's solution.

NOTE: To prevent Internet Explorer compatibility issues with Word and Excel files, please right-click on these types of files (Clarifying Questions Template) and select "save target as" before saving to your local drive.

### **3.8 Transparency Website: Trade Secrets**

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desire remain confidential. To designate portions of the Proposal as confidential, Respondent must:

- A. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."
- C. Provide a CD-ROM with a redacted copy of the entire Proposal or submission in PDF format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a CD-ROM with a redacted copy may result in the posting of an un-redacted copy.

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

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

## 4 Proposal Requirements

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

If Respondent proposes alternative technical solutions for the City's consideration in response to this RFP, then the Respondent must submit separate and complete proposals for each such proposed alternative solution. Please note that the City is only interested in a SaaS solution.

### A. Format of Proposals

Proposals must be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Respondent must submit one (1) hardcopy original Proposal with all exhibits in sealed envelope. The original documents must be clearly marked as "ORIGINAL," and must bear the original signature of Respondent's authorized signatory that can bind their organization to all commitments outlined in the Proposal on all documents requiring a signature. The Respondent must submit:

- One (1) hardcopy original Proposal with all exhibits;
- Nine (9) electronic copies of the Proposal with all exhibits, in searchable PDF format on USB flash drives, one (1) copy per flash drive. Additionally, Respondent must also include completed versions of Exhibits 1, 3, and 5 in Excel (".XLSX") file format, and Exhibits 2 in Word (".DOCX") file format;

and

- One (1) redacted Proposal including all exhibits in PDF format on a CD-ROM for posting on the City's website as described in Section 3.8 of this RFP.

Respondent must enclose all documents in sealed envelopes or boxes.

**Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 4.B - Required Proposal Content. Each page of both Proposals must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. (e.g., Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFP.)**

## B. Required Proposal Content

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

### 4.1 Cover Letter

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

### 4.2 Executive Summary

Respondent must provide an executive summary that addresses the various categories outlined in this subsection. Please note that these are meant to be summaries of the more detailed responses called for in the remainder of this section, Required Proposal Content.

- A. Outline the number of years Respondent has been in business and identify Respondent's legal name: (a) its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership) (b) the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities of comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- B. Indicate the name, address, email address, and telephone number(s) of the principal contact for oral presentation, or negotiations;
- C. Explain its understanding of the City's intent and objectives and its approach to achieving those objectives;
- D. Provide a brief summary of the qualifications, experience, and background of the team and its Key Personnel (as herein defined) in performing the Services as detailed in Section 2.2;
- E. Attached as Exhibit 6 is a sample Professional Services Agreement that may become part of the City contract with the Selected Respondent. The terms and conditions attached should not be construed as the sum total of the terms and conditions that will constitute the final contract; furthermore, the City may make changes to the attached terms and conditions in its discretion. Respondent must identify any exceptions or objections to those terms and conditions in Exhibit 6 in its Proposal; if Respondent does not list such in its Proposal, the City will not entertain any such exceptions or objections on these provisions during contract negotiation; and
- F. Acknowledgement of receipt of Addendum issued by City, if any.

### 4.3 Understanding and Proposed Solution and Implementation Services

Respondent should explain its understanding of the City's intent and objectives, describe its proposed solution, and explain how the Respondent's proposed solution achieves those objectives. If any illustrations, diagrams, and/or samples will be included in the proposal, the Respondent must add them in a separate appendix as needed. To help CPL achieve its vision, Respondent must articulate the following in its Proposal:

- How the Respondent would define a strategy to keep up with customer demand for optimizing staff efficiencies, staying abreast of evolving technology needs, convenience, and a strong commitment to customer service
- How the Respondent can break down silos and create synergies among the various library departments and third-party applications
- How the Respondent would support the integration of data within its systems with third-party applications and services
- How the Respondent would enhance enterprise-wide data sharing and the City's Open Data/transparency initiatives
- How the Respondent can help the Library achieve a 360-degree view of the lifecycle of an item in CPL's collection
- How the Respondent would approach monitoring, measuring, and tracking CPL data to improve decision making

In addition, Respondent shall discuss its approach to the following:

- Plan for implementing and supporting the proposed LMS
- Proposed project timeline including milestones
- Approach to project management
- Strategies, tools and safeguards for ensuring project success
- Hardware and software considerations
- Training and knowledge transfer
- Ongoing maintenance and support
- Plan for transition upon expiration/termination of services
- Additional factors for the City's consideration

### 4.4 Proposed Solution

#### 4.4.1 Software

The Respondent must present the specific products and versions that it is proposing. The response to this section must also outline the high level features and capabilities of the proposed software application and indicate whether the proposed functionality is native to the product, a custom feature, or requires an integration with a third-party software product. The Respondent must indicate, with respect to any third-party software products the Respondent includes in its proposed LMS, whether the City can procure the products

through the Respondent, or whether the City must procure these products independently of the Respondent.

Respondent shall provide in succinct narrative form, a description of the following software features:

- Modules included with a description of each module proposed
- Web-based technology
- Reporting and analysis tools
- Development and integration tool sets
- New version release schedule
- Audit trail and security capabilities
- Application architecture
- Documentation (identify specific elements of documentation that are available with the system, including system configuration and technical manuals (both online and hard copy), data element dictionary, online help, and testing scripts, etc.)

The Respondent should describe its approach to configuration and if applicable, its approach to software development.

The Respondent should use this narrative response as an opportunity to convey its understanding of CPL's specific requirements and how its overall solution meets CPL's needs.

Please note that this narrative response will be compared to your response to similar items in the functional and technical requirements presented in Exhibit 1 – Functional and Technical Requirements and Exhibit 2 – Interrogatories.

#### 4.4.1.1 **Hardware and Server Environments**

CPL seeks a SaaS solution. While CPL is not responsible for the hardware and software necessary for the Respondent to provide and host the SaaS solution, there may be other hardware requirements necessary for CPL or the City to use for the proposed solution. The Respondent must provide a detailed specification of any and all onsite hardware or software requirements, including servers, storage devices, handheld devices, operating systems, applications, and any other hardware or software components needed to operate, run, and use the proposed solution, if any. Please note that although CPL requests that the Respondent specify all such hardware and software in its Proposal, CPL and/or the City reserves the right to determine whether to purchase all such additional hardware and software through Respondent or elsewhere. In addition, specify any hardware and software minimum specifications required for user devices by user group (e.g., system administrators, super users, end user, viewer, mobile device user, etc.).

Respondent must specify details on the minimum number of environments recommended to run the specified system and its backup strategy for the solution including:

- a. Development/Configuration
- b. Quality Assurance/Testing
- c. Training
- d. Production

#### 4.4.1.2 **Functional and Technical Requirements**

CPL's detailed functional and technical requirements for the LMS solution are outlined in Exhibit 1 – Functional and Technical Requirements. The functional and technical requirements represent some of the proposed functionality that CPL desires. Respondent shall use the format provided and answer each requirement, adding explanatory details as necessary in the comments field or in separately attached pages using the requirement number as a reference. The answer key included in Exhibit 1 must be used when responding to each of the requirements.

Respondent must use only one (1) code per requirement. All requirement responses must be submitted in the format presented in the attached spreadsheets. The requirements responses submitted will become attached to the software license and implementation services agreement. Respondent is expected to provide a warranty for all responses except for NA.

Any requirement that is answered in any other way will be treated as an "NA" response. For your convenience, the matrices have been included with this solicitation as a Microsoft Excel workbook. Complete each sheet in the workbook; sheets 5.00 Digital Collections and 6.00 ERM are optional.

The functional and technical requirements represent functionality that is currently needed as well as functionality that is expected or is likely to be required in the future. All responses that are marked included ("IN"), customization ("CU"), or third-party ("TP") must be included in the scope of the Proposal and in the Cost Proposal. Those marked not applicable ("NA") will indicate the functionality is not part of this Proposal. Furthermore, the module necessary to perform that functionality must be included in the scope and cost of the Proposal.

Respondent must provide estimated costs, if any, and the projected time to complete the customization for all requirement responses of "CU."

For requirement responses of "TP," the Respondent must indicate the third-party product that will be used to meet the requirement and include any additional costs in the Cost Proposal.



If a module is required for only a few functional requirements and it is not cost-effective to include in the proposal, the Respondent should mark the requirement as "NA" and indicate accordingly in the comments field that this module is available, but not being included in the Proposal. The Respondent should list the price of adding such module(s) in the Cost Proposal as an optional item so CPL can properly evaluate the full cost of selecting a Respondent, should CPL decide to add the optional module.

If functionality is currently not available, but expected to be available in a future version of the software, the expected release date should be noted in the Comments column.

#### **4.4.1.3 Interrogatories**

Respondent shall provide a full and complete response to each question in Exhibit 2 – Interrogatories. Respondent should reiterate each question in their response.

#### **4.4.1.4 Additional Functionality**

Respondent shall include a description of any products and features or other value-added components available in the proposed solution that have not been specifically requested in this RFP, but that may be of benefit to CPL and/or the City and the residents that it serves.

#### **4.4.1.5 Third-Party Products**

Respondent shall outline any and all third-party products that CPL must procure in order to operate, run, or use the proposed solution that are not included in the Respondent's Cost Proposal (i.e., this includes requirements marked "NA" in Exhibit 1 - Functional and Technical Requirements).

### **4.4.2 Implementation Services and Approach**

Respondent must describe its approach to providing the implementation and other related services outlined in Section 2 – Scope of Services. Respondent is to provide a concise narrative response that explains exactly how the Respondent plans to meet the requirements list outlined in the subsections below. Where applicable, Respondent is encouraged to provide examples of how and where similar requirements are being met (or have been met previously) on other projects. Respondent should use illustrations, diagrams, and/or attach sample material in an appendix to provide additional clarity. The Respondent should use this narrative response as an opportunity to convey their understanding of CPL's specific requirements and how their overall approach and implementation services will meet CPL's needs.

**4.4.2.1 Implementation Plan**

Provide a comprehensive implementation plan that includes all of the implementation services listed in Section 2 – Scope of Services. Include a detailed project plan for this project indicating tasks, milestones, timelines, deliverables, and resources. Included in the implementation plan shall be a listing of Respondent’s expectations of the City. Please use the following table or other similar method to detail the requested information.

Title/Role	Brief Description of Project Duties	Percentage of Time Dedicated to the Project by Month																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18

**4.4.2.2 Project Management**

The Respondent’s project manager will be responsible for managing and directing all project activities, risks, communications, and deliverables within the defined scope, timeline, quality standards, and budget.

The Respondent must describe in detail its approach to project management. How will the Respondent ensure that the project is completed on time and within budget? The Respondent must describe its tools and methods for communication, issue and risk management, scope management, etc.

**4.4.2.3 Training and Knowledge Transfer**

The Respondent must describe in detail its approach to training and knowledge transfer. The Respondent must provide a brief overview of a training plan that addresses the training and knowledge transfer needs outlined in Section 2.2.5 – Training and Knowledge Transfer. For each type of instructor-led training, the overview should include an outline of the training, the required number of days and classes needed, a list of documentation, technical requirements for the training computers, and manuals that will be included (e.g., training manuals, training videos, online training materials, etc.), and suggested timing of the training.

**4.4.2.4 Quality Assurance/Testing**

The Respondent must describe its approach to quality assurance and testing to ensure that all solution components and their configuration settings will meet CPL’s needs from both a functionality and performance perspective. As part of this approach, the Respondent must clearly identify control tasks and testing required to validate that

transitions of configuration settings and data from one environment to another (e.g., testing to production) will work properly. The Respondent must describe its user acceptance testing ("UAT") approval process and how testing results are to be documented.

#### 4.4.2.5 **Maintenance and Support**

The Respondent shall submit its software maintenance and support plan, which must include the following components:

- Procedures to resolve critical system issues
- Emergency and 24/7 support options available
- Policy regarding future enhancements and upgrades
- Frequency of software updates and new software releases (i.e., patches and major revision levels) for the solution
- Anticipated life cycle of the software being proposed
- Availability of tiered support options to handle potential escalations
- A description of extended agreements if they are available
- Description of periods of scheduled maintenance and system availability during such scheduled maintenance periods

The Respondent must include a copy of its annual maintenance agreement terms in the Proposal and provide guaranteed annual pricing for the services for five (5) years.

If the Respondent offers multiple maintenance and support options, please describe the details involved with these options and identify which option you recommend for CPL.

In Addition, CPL anticipates the need for up to one-hundred-sixty (160) hours per year of on-demand services subsequent to the implementation of the solution in the following areas; Project Manager; Business Analyst; Integration Developer; Report Developer; Database Developer; QA Tester. As CPL cannot anticipate the precise distribution of hours for these skills, the Respondent must provide a blended rate per hour for these types of services in Section 5 Additional Service Fees of Exhibit 5 Cost Proposal Form.

#### 4.4.2.6 **Data Migration**

Respondent shall detail its plan for migrating data from the existing ILS, reference section 1.3 Current State. The Respondent must specify the types of data that will need to be migrated as well as the migration timeline and approach. If certain data is not required or compatible with the Respondent's solution, the Respondent must explain any impacts this may have on CPL's ability serve its patrons.

#### 4.4.2.7 **OPAC**

The Respondent shall identify which OPACs are currently integrated with the LMS solution. Additionally, the respondent must specify any industry standards for OPAC

integration that the Respondent feels are informative for CPL's evaluation of this response.

#### **4.4.2.8 Service Level Agreements**

Respondent must provide documentation of proposed service levels and performance standards. This should include 24/7, 99.9% system availability and all other standard SLAs provided for the proposed solution and any and all help desk and support services proposed. For each SLA, Respondent must identify how it triages and include response times.

### **4.5 Professional Qualifications and Specialized Experience of Respondent**

#### **4.5.1 Company Profiles**

Respondent must identify the companies that comprise Respondent's team and summarize the specific role and degree of involvement of each participant in Respondent's team. If Respondent is a business entity that is comprised of more than one (1) legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Respondent must include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is not the provider of the software solution, then Respondent should also provide a corporate history for the software provider.

#### **4.5.2 Firm Overviews and Company Profile Information**

Respondent must include a firm overview for each such firm, which should include the Respondent/prime contractor and all subcontractors, including MBE and WBE firms. If the Respondent is proposing software provided by another company in a reseller type relationship, then Respondent must also include an overview of the software provider. The firm overview for each prime, subcontractor, and software provider shall include a completed copy of the Company Profile Form contained in Exhibit 4 – Company Profile and Reference Form as well as any additional information, such as relevant project experience, that Respondent feels is relevant to assist CPL in its evaluation of Respondent's Proposal.

### **4.5.3 Company References**

Respondent must provide a list of all implementations, both public and private, of the proposed solution and implementations in progress. In addition Respondent must provide references for the five (5) largest implementations, both public and private, of the proposed solution. Respondent must use the Reference Form included in Exhibit 4 – Company Profile and Reference Form for each such reference. Experience will not be considered unless complete reference data is provided.

All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to CPL interview and follow-up. CPL may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

### **4.5.4 Capacity to Perform**

Respondent must describe the capabilities of the Respondent to provide the proposed products and services for CPL. This should include a discussion of any uncompleted projects and/or contractual commitments to other clients that will affect the Respondent's or any of its team members' ability to deliver the products and services outlined in this RFP or that will affect the dedicated resources committed to the project. Respondent should provide a summary of current and future client commitments and include details on completion dates. Respondent must identify the percentage of the services that will be performed utilizing your own workforce, equipment, and facilities and the percentage of the work that will be subcontracted.

## **4.6 Professional Qualifications and Specialized Experience of Key Personnel**

Respondent must provide a staffing plan and organizational chart that identifies team members (including subcontractors, suppliers and service providers), their relationship among each other, their roles and responsibilities, and the key individuals with primary responsibility for each area of the overall project. Respondent must also include CPL resources in the organizational chart.

Respondent must provide a summary of the key personnel who will be dedicated to provide the services described in this RFP. At a minimum, Respondent must identify the project manager, lead business analysts, training manager, and integration lead. For each person identified, describe the following information:

- their title and reporting responsibility
- their proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility if appropriate) and percentage of time they will be dedicated to this project
- their pertinent areas of expertise and past experience (particularly for ILS/LMS implementation projects)

- their location where the services and percentage of time spent at each location (local or remote)
- their resumes or corporate personnel profiles that describe overall experience and expertise

#### **4.7 Licenses and Certifications**

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

#### **4.8 Cost Proposal**

Respondent shall submit a detailed outline of all project costs, including software licensing and maintenance, subscription services, implementation services, training, and any and all other costs. For ease of comparing costs between Respondents, Respondent's Cost Proposal must be presented in the format provided in Exhibit 5 – Cost Proposal Form. Respondent shall provide additional details as necessary to fully explain the cost proposal and will highlight any costs that do not fit cleanly into the Cost Proposal Form.

While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Exhibit 5 - Cost Proposal Form is critical to facilitating equitable comparisons and failure to comply may result in rejection of the Proposal.

In addition to proposing pricing as per Exhibit 5 pricing model, Respondent may also propose an alternative pricing model for consideration provided that Respondent demonstrates that the alternative proposal is equivalent to the required pricing model. The City reserves the right to request revised pricing from all Respondents. The City reserves the right to negotiate a final fixed price and all terms and conditions with one (1) or more Respondents.

All costs must be fixed and in writing. Costs must reflect all discounts and cost reductions based on multiple users/sites or other considerations. Respondents must provide a detailed cost breakdown of all fee rates, costs, and expenses computed in the firm, fixed price to be charged to the City under Respondent's proposal.

Respondent shall also submit a total cost of usage analysis over a period of five (5) years. Respondent should document all assumptions used to calculate costs that would not be included in the contract between the Selected Respondent and the City resulting from this RFP.

If Respondent would like the City to apply, in evaluating Respondent's pricing, the (1) Preference for Chicago-based businesses, (2) Incentive for Alternatively Fueled Vehicles, or (3) Incentive for Joint Ventures between Veteran-Owned Business Enterprises and Small Business

Enterprises, Respondent must submit the applicable affidavit(s) with its proposal. A description of these preferences and affidavits may be found in Exhibit 14.

#### **4.9 Minority and Women Business Enterprises Participation Plan and Commitment**

The Chief Procurement Officer has determined that the nature of the services to be provided under this Request of Proposal is such that neither direct nor indirect subcontracting opportunities will be practicable. Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

#### **4.10 Financial Statements**

Respondent should provide a copy of its audited financial statements for the last three (3) years. Respondents that are comprised of more than one (1) legal entity must include financial statements for each entity. CPL and/or the City reserve the right to accept or reject any financial documentation other than the financial statements requested by this section. If Respondent is not the provider of the software solution, then Respondent should also provide a copy of the audited financial statements of the software provider.

If Respondent is unable to provide audited financial statements, Respondent shall state the reasons in its Proposal and provide financial documentation in sufficient detail to enable the City to assess Respondent's financial condition. Sufficient alternate documentation would be unaudited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three (3) years. Assets/liabilities and income/expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

#### **4.11 Economic Disclosure Statement and Affidavit (EDS)**

Respondent shall submit a completed and executed Economic Disclosure Statement and Affidavit and Appendix A. **See Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement in Exhibit 12.**

If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an "entity holding an interest in an Applicant" as described in the EDS. All affidavits must be notarized. **Upon completion of Online EDS, Respondent shall submit a copy of 2 documents with their**

**proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.**

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

**4.12 Respondent's Corporate History, Business License, and Authority to do Business in Illinois**

**4.12.1 Respondent's Corporate History**

Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent is not the provider of the software solution, then Respondent should also provide a corporate history for the software provider.

**4.12.2 Business License/Authority to do Business in Illinois**

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

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection's (BACP) website for additional information.

If required by law, Respondents are required to have an Illinois Business License. See the Illinois Secretary of State, Department of Business Services website for additional information.

Additionally, visit the State of Illinois, Division of Professional Regulation's website for information regarding the State of Illinois' Professional Certifications.

**4.12.3 Legal Actions**

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

- A debtor in bankruptcy; or



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

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

#### **4.12.4 Insurance**

Respondent is required to provide a statement on their company letterhead stating their agreement to meet all insurance requirements in Exhibit 7 – Insurance Requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the appropriate amounts.

#### **4.12.5 Exceptions**

Provide a list of any exceptions or objections to the terms and conditions in the Sample Professional Services Agreement in Exhibit 6 that may become part of the City contract with the selected Respondent. The terms and conditions attached should not be construed as the sum total of the terms and conditions that will constitute the final contract. Furthermore, the City may make changes to the attached terms and conditions in its discretion. Respondent must identify any exceptions or objections to those terms and conditions in its Proposal. If Respondent does not list such exceptions or objections in its Proposal, the City will not entertain any such exceptions or objections on these provisions during contract negotiation.

#### **4.12.6 Addenda Acknowledgement**

Acknowledge receipt of Addenda issued by the City pertaining to this RFP, if any.

## **5 Proposal Evaluation**

### **5.1 Evaluation Process**

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

The RFP proposal evaluation process is organized into three (3) phases:

- Phase I – Preliminary Proposal Assessment
- Phase II – Proposal Evaluation
- Phase III – Site Visit, Product/System Demonstrations and/or Oral Presentations

#### **5.1.1 Phase I – Preliminary Proposal Assessment**

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 4 - Proposal Requirements. Proposals that are incomplete and/or missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be declared non-responsive and may be rejected from further consideration. The City at its discretion may waive non-material omissions or provide an opportunity to cure.

#### **5.1.2 Phase II – Proposal Evaluation**

In Phase II, the EC will evaluate the extent to which a Respondent's proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's proposed solution, qualifications, experience, approach and methods, cost proposal, and other factors based on the evaluation criteria outlined in Section 5.3 - Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section 4 - Proposal Requirements for each Proposal received. The EC may also review any other information that is available to it, including, but not limited to, information gained by checking references and by investigating the Respondent's financial condition.

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

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

After the Evaluation Committee completes its review of Proposals in Phase II, it may submit to the Commissioner of the Chicago Public Library a recommendation to select a Respondent, or a recommended short list of Respondents to participate in Phase III, and/or recommend to reject any or all Proposals.

## **5.2 Selection Process**

### **5.2.1 Phase III – Site Visit, Product/System Demonstrations and/or Oral Presentations**

If the EC submits a short list of Respondents for further review, or recommends to select a Respondent, then, in the sole discretion of the Commissioner of CPL and Chief Procurement Officer, the selected Respondent or those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation and/or product/system demonstration to clarify information provided in Respondents' Proposals, and/or to ask Respondents to respond to additional questions.

Following oral presentation(s) and demonstration(s), the Evaluation Committee will make a final evaluation of the Respondent(s) and submit its recommendation to the Commissioner of CPL to enter into negotiations with only one (1) Respondent or with more than one Respondent.

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

The City will require the selected Respondent(s) to participate in contract negotiations. In order to award a contract that represents the best value to the City, as determined by the Commissioner of CPL and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one (1) or more qualified Respondent(s). The City's requirement that a selected Respondent negotiate is not a commitment by the City to award a contract.

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

### 5.3 Evaluation Criteria

The Evaluation Committee will review the overall responsiveness and completeness of the Proposal with respect to the requirements outlined in this RFP and Respondent's Proposal, including any and all proposed optional and additional software and services, as well as the outcome of any site visits, oral presentations, demonstrations, and negotiations, using the following criteria, which are not listed in any particular order:

#### 5.3.1 Proposed Solution

The EC will consider Respondent's proposed solution and the responses to Exhibit 1 - Functional and Technical Requirements and Exhibit 2 - Interrogatories including any proposed exceptions. The EC will consider the following:

- Degree to which Respondent's proposed solution meets CPL's business and technical requirements.
- Added value of any particular component(s) of the proposed solution.
- Capabilities of the technology aspects of the proposed solution, including communications, programmability, report generation, and interfaces.
- Impact of the proposed solution on the operations of the functional groups, and the demonstrated ability of the solution to enhance operational efficiency and effectiveness.

#### 5.3.2 Qualifications and Experience

The EC will consider Respondent's professional competence as evidenced by the information submitted by Respondent documenting Respondent's:

- Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives, and Scope of Services described in this RFP.
- Professional qualifications and specialized experience of Respondent and its team implementing LMS solutions of similar scope and magnitude (e.g., specifically with respect to large organizations and government agencies).
- Professional qualifications, specialized experience, and local availability of Respondent's Key Personnel committed to the City account pursuant to Section 4.6 – Key Personnel.
- Past and current performance of respondent (and team members) on other contracts in terms of quality of services and compliance with performance schedules and standards. The EC may solicit from current and/or previous clients, including the City, other government agencies, or any available sources, relevant information concerning Respondent's record of performance.

#### 5.3.3 Overall Implementation Approach and Services

The EC will consider the quality, completeness, and feasibility of the proposed approach for implementation services, including the implementation plan, project management methods, training plan, and long term maintenance and support services. The EC will review each proposal for the Respondent's understanding of the objectives and

requirements in the Scope of Services. Each Respondent will be evaluated on its overall strategy, methodology, and approach to meeting the City's vision and requirements.

#### **5.3.4 Cost Proposal**

The EC will consider the reasonableness and competitiveness of Respondent's cost proposal (including the completeness with which the pricing tables are submitted) and the projected life cycle costs. While Respondent's Cost Proposal is important, it will not be the only factor in the selection process.

#### **5.3.5 Legal Actions**

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

#### **5.3.6 Financial Stability**

The EC will consider the financial condition of Respondent and its software provider(s) if Respondent is not the provider of the proposed software. Respondent, and its software provider(s) if Respondent is not the provider of the proposed software, must be financially stable to ensure performance over the duration of the contract.

#### **5.3.7 Compliance with Laws, Ordinances, and Statutes**

The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract. See [City of Chicago EDS requirements or http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosures/tatementseds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosures/tatementseds.html) online.

#### **5.3.8 Conflict of Interest**

The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing of this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

#### **5.3.9 Respondent Acceptance of the Terms and Conditions in the City's Sample Professional Services Agreement**

Respondent must indicate the degree to which it accepts the terms and conditions in the City's Sample Professional Services Agreement in [Exhibit 6](#). A Respondent that takes material objections to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

## **6 Additional Details of the RFP Process**

### **6.1 Addenda**

If it becomes necessary to revise or expand upon any part of this RFP, clarifications and/or addenda will be sent to all of the prospective Respondents that submitted their contact information to: [bidandbond@cityofchicago.org](mailto:bidandbond@cityofchicago.org).

The City will make the list of prospective Respondents that provided their electronic contact information available prior to the Proposal due date. Prospective Respondents are automatically listed when they send the contact information to the email address above. Each addendum is incorporated as part of the RFP documents, and the Respondent must acknowledge receipt of all addenda in its Proposal.

Sending City addenda is a courtesy to the Respondent. Respondents are solely responsible for acquiring the necessary information or materials from the DPS Website.

The prospective Respondents list and any addenda will be available via the Department of Procurement Services website: <http://www.cityofchicago.org/bids>.

### **6.2 City's Right to Reject Proposals**

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

### **6.3 No Liability for Costs**

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

### **6.4 Prohibitions on Certain Contributions – Mayoral Executive Order No. 2011-4**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding

classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

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

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

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

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

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

For purposes of this provision:

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

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

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

## **6.5 False Statements**

Respondents to this RFP are required to adhere to the Chicago False Claims Act, including the 1-21-010 False Statements, 1-21-020 Aiding and Abetting, and 1-21-030 Enforcement Act subsections.

## **6.6 Participation by Other Local Government Agencies**

Other local government agencies may participate on a contract(s) stemming from this solicitation. This provision will only apply if the participating government agency and the Selected Respondent(s) can reach agreement on all terms and conditions. Other participating agencies will enter into their own contracts for all goods and services directly with the Selected Respondent. Participation by other agencies shall have no adverse effect on any other agency purchasing off of a contract awarded pursuant to this solicitation. No government agency will be responsible for any obligation due to or from any other agency to or from the Selected Respondent(s), with respect to contracts entered into by those other government agencies. No government agency will be liable for the acts or omissions of any other agency.

Examples of Local Government Agencies (Sister Agencies) are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

## **6.7 Data and Records**

Contractor will be required to maintain any records including data and deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with a contract awarded pursuant to this RFP, or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Contractor must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City.

The Contractor will be required to agree that any and all data exchanged under a contract awarded pursuant to this RFP shall be used expressly and solely for the purposes enumerated in the contract. Contractor will be prohibited from distributing, repurposing or sharing City of Chicago data across other applications, environments, or business units of Contractor. Contractor further will be required to agree that no City of Chicago data of any kind will be revealed, transmitted, exchanged or otherwise passed to other parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.



## **Exhibit 1 – Functional and Technical Requirements**

The functional and technical requirements are provided in a separate Microsoft Excel document along with this solicitation and are available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

**Respondents are directed to complete Excel Worksheet Template *Functional and Technical Requirements*:**

**filename: Spec120714\_Exhibit\_1.xlsx**

Respondent must use the provided Excel worksheet to provide response information and assumptions. Functional and Technical Requirements information received in any other format will not be considered and may be cause for the Proposal to be rejected. In addition, Respondent must provide a narrative response that addresses each of the requirements.

## Exhibit 2 – Interrogatories

Respondent should provide a full and complete response to each question listed below. Respondent should reiterate each question prior to the response.

### I. Acquisitions

1. Please describe the process for confirming successful transmissions and for identifying and troubleshooting unsuccessful electronic transmissions for orders, claims and invoices.
2. Describe what records or data are stored in the solution from acquisition processes and for how long. Can the library choose custom retention periods for specific kinds of data? What kind of audit trail is available? Are reports available in print and electronic formats for storage? For how long are reports available? Can information be archived?
3. Have you ever integrated this solution with an external financial management system? Please describe the scope and the outcome.

### II. Cataloging

1. How does the solution support and protect unique local data needs? Review how the solution will support and protect local notes, access points, classification schemes, and other unique metadata.
2. What kind of keyword and browse indexes do you provide? How are physical formats identified and indexed? What searches, if any, are only available in the catalog module? What search limiters, if any, are available?
3. How is an item record constructed? Describe how an item record in CPL's catalog would be displayed in the vendor's software solution.
4. To what extent is the client able to create custom fields in item records? Can data in branch, location, and media fields be restricted to a closed list so incorrect information is not added
5. How does the authority control software identify which fields can be controlled? How are partially-controlled fields accommodated? How does the solution manage links between authority records and bibliographic records?
6. How does the solution interact with OCLC's Connexion Client?
7. Does the solution provide automated quality control of incoming data? Which fields in the MARC record are used to identify records already in the database during the loading process? Can the client make different customizations to those fields for different vendors? How does the solution manage rejected bibliographic, item and authority records?

8. Is the solution capable of running multiple batch processes that can be scheduled by the client?
9. How does the solution handle single bibliographic records on which attached items have different location values?"

### **III. Circulation**

1. Describe how patrons can be blocked based on fines accrued or accruing. How are the block settings administered, and can they be determined at a local library level?
2. Describe the solution's capability to mark an item as a "claims returned" or "claims never had" designation and track the number of times unresolved, and allow automatic block when the solution reaches set limit? During the time that these items are marked, does the system treat the patron as a Good status and not block them from any privileges?
3. Describe what information is recorded in the borrower's record about notifications sent?
4. Can priorities for filling holds be set by defined pickup location/filling location? Can this be done by groups of locations? Please describe.
5. Describe what delivery options are available for notices and receipts (e.g. email, telephone, or SMS)? Does your system support different languages? If so, which ones?
6. Describe the solution's capabilities for generating a bill for items such as fees for services, fines, and/or lost items by patron type.
7. Describe what information (i.e. - records the time, place, operator ID, amount and type of payment) is recorded for financial transactions? Describe staff and patron access to this information? Are receipts available?
8. Describe how your solution supports multiple circulation points with different circulation policies, as it relates to different library calendars and variable opening/closing times and open/closed days?
9. Describe how your solution would handle the following: A patron is unable to renew a hold because someone else has placed a hold on the title, even though there are multiple copies of the title on the shelves.
10. Describe the workflow for holds requests.
11. Describe your holds tracking system.

#### **IV. Collections**

1. Does your solution offer a holds report? Does it indicate the formats for each title? Can it indicate location/intellectual level for each title? Does it indicate which titles are on order? Order status? Number of copies currently on order?
2. What does your LMS offer to deal with the problem of unfilled holds (i.e., items sent to fill a hold request that fail to change status in X amount of time, most of which are lost)? Can a report identify such items? Can the LMS generate alerts for patrons or staff who may need to intervene (cancel, place a new hold request, consider reordering)?
3. CPL incorporates PDA as a tool of ordering. We include dummy (hold) On Order records in our catalog that are only ordered if holds are placed, in which case we place real orders and delete the dummy orders manually. What options would you be able to offer us to facilitate the inclusion of available but not owned titles? If we continue to use the current method, would you be able to provide an ad hoc report of titles with dummy/hold order status that have patron hold requests?
4. What options does your system offer in a situation where patron holds cannot be filled? Is there an option for flexible ad hoc/free text messaging when cancelling the hold? Can holds be moved to an alternate edition easily?
5. What detailed information is available in your system on order records?
6. How does your system retrieve and display search results for titles available in multiple formats?
7. How does your LMS display circulation data per copy, per title, per collection, per format, per branch, per audience (adult/teen/children)?
8. Based on what you know about CPL, describe inventory/collection management tools available which would benefit CPL
9. In what different ways does your LMS support floating and what options are there for floating items based on combinations of characteristics (e.g. only float media, only float adult fiction and teen nonfiction, etc.)
10. How does the LMS handle titles produced in series?

#### **V. Digital Collections (Response is Optional)**

1. Describe any functionalities the native or third-party product that you are proposing has for assembling temporary digital exhibits comprising items from existing collections. Also, describe how the product operates with such digital exhibition software as Omeka.
2. Describe the solution's administrative interface or client. How would we manage the product following implementation? Describe how software updates/upgrades are managed.

3. Describe the solution's ability to integrate with an archival content management system such as ArchivesSpace.
4. Is there a limit on the file size the solution can handle? How would the vendor handle files that exceed the size limit?
5. Describe how the client can modify out-of-the-box functionalities such as indexing parameters, algorithms, or facets.
6. Describe which user-defined analytics the solution provides, and how.
7. Describe which contributions the end user can make to the content.
8. Describe what front-end customization the end user can make.

#### **VI. Electronic Resource Management (Response is Optional)**

1. If you have an integrated electronic management solution does your solution integrate with your other modules e.g. acquisitions, reporting, etc.?

#### **VII. Interagency/Interlibrary Loans**

1. Can the LMS ILL system interact with barcodes from other libraries? If so, can we see the full item record? Will a temporary record still need to be made in order to create a hold and charge an ILL item to the patron?

#### **VIII. Public Service**

1. How does the solution deal with a no result query?
2. Describe your tracer or lost item reports.

#### **IX. Serials**

1. Describe the ways serials functions are integrated with acquisitions accounting functions, cataloging, and circulation.
2. Describe how serial data displays in other modules, i.e., outside the serials module.
3. Describe how your solution accommodates or links to multiple formats of the same title (e.g., print, microform, electronic).
4. Describe your solution's ability to support the MARC 21 Format for Holdings Data (MFHD) standard.
5. Describe your solution's ability to edit information across multiple subscriptions while safeguarding other information encoded within the check-in grid. (e.g. While editing an issue number for all subscriptions, not altering the receipt status).

**X. Customer Service**

1. Describe your customer support venues for library staff (e.g., web, phone, email), periods of coverage, and expected response times.
2. Describe your customer support model. For example, would you accept support requests from any CPL staff member, or only from designated representatives? Do you provide a primary contact (s) for a given customer account, or do you provide support by geographic region, or by area of specialty (e.g., circulation, cataloging)?
3. Describe any customer community activities you sponsor or support, such as online or in person venues to allow customer to share ideas and solutions. Include information about annual conferences and attendance, and regional interest groups (particularly in the Midwest).
4. Describe the product enhancement process and the role that customers play in determining and prioritizing new features and enhancements. Describe any changes or updates you have made to your solutions in the past year as a direct result of customer feedback.
5. Describe the content and delivery method (context-sensitive, online, knowledgebase, etc.) of administrative and end-user documentation sets, as well as the frequency of documentation updates. Also, describe the availability of user authored content, such as community wikis.
6. Describe the support (including documentation and online forum) provided from APIs web services that enable the customer to extend management system functionality.

**XI. Technical and System Requirements****A. Data Migration**

1. Describe a recommended or typical migration timeline for an organization such as CPL. Include recommendation regarding the grouping of libraries, and the number of stages.
2. Describe the typical or recommended amount of LMS downtime for the migration, based on institutional size, number of patron or bibliographic records, or some other applicable metric.
3. Describe the migration services you offer, including data migration services, training, and configuration and policy planning.
4. Describe your experience migrating data from TLC CARLX, self-hosted on a Linux server using an Oracle database. Describe any specific consideration or difficulties in migrating bibliographic, acquisitions, serials, check-in, electronic resource, content

license, patron and circulation records and data from these systems into your solutions.

5. Describe the ability to retain and preserve transient or temporal data, such as checkouts, holds, item status, item statistics (such as total checkouts) patron status and patron blocks, through the migration process.
6. Describe the ability during migration to merge similar bibliographic records without loss of locally-created data.
7. Describe the ability during migration to handle and resolve duplicate bar codes.

B. System Configuration

8. How does your proposed LMS SaaS provide scalability?

C. Architecture

9. Describe how, where, and by whom your LMS SaaS is hosted, and the platforms that are used: hardware and operating system platforms and database management system. Is the LMS SaaS on a stand-alone server? Is it on multiple servers? Is it on dedicated or shared server(s)?
10. Describe any initial configuration or implementation decisions that cannot be later changed, or altered only with great effort or expense.
11. What portions of your proposed solution(s) are separable? For example, is it possible to use an alternative discovery environment but still use your solution for fulfillment and for back-end processing? With what specific third-party discovery solutions do your solution work? Describe any interfaces and APIs that are available to support such integrations/interoperability.
12. CPL desires the ability to roll out upgrades, features enhancements, updates and fixes for the solution quickly and easily at the staff desktop level. Describe how the solution meets this goal.
13. Describe the use of all clients, cookies, plug-ins, extensions, third-party software, and/or embedded applications required for all product functionality. Include how staff interact with the solution, operating systems supported and limitations related to a particular OS, how updates are made to staff clients (if clients are required), etc.
14. What staff functions are available on tablet, mobile and/or other handheld devices?
15. What are your recommended bandwidth requirements per staff user and per public access user for Internet connectivity and for WAN/LAN delivery of services to users in libraries? Explain your recommendations.

D. System/Software Updates

16. How do you communicate plans and arrangements for scheduled maintenance? How much downtime is required for maintenance? How far in advance would we be warned of scheduled maintenance and scheduled system unavailability? What tools

are available to continue core functions during down times? How are jobs that are scheduled to run during down times handled?

17. Describe the frequency of both major and minor releases and patches. Describe the impact these changes have on staff machines.

E. SLA/Availability

18. Describe how the solution minimizes business disruption and maximizes system availability especially during normal business hours for the library. What are the biggest risks to the solution, in terms of availability (e.g. power outages, network outages, data corruption, software bugs, reliance on external powers), and how are these risks mitigated? Provide any examples you can of large outages that have occurred, how long they have lasted, and how you resolved them.

19. Describe what kind of scheduled down time the solution requires, noting the frequency, duration and purpose. What tools are available to continue core functions such as circulation during down times? How are jobs that are scheduled to run during down times handled?

F. Scalability and Performance

20. Describe how the solution manages peaks and spikes in workload over varying periods of time, including seconds, minutes and hours.

21. Describe the largest live implementation of the proposed solution. How many circulation transactions does this implementation handle per year?

G. Batch Loads

22. Describe the limits on the number of records of various types which the solutions can manage, both through uploading and importing records. What is involved in changing the soft limits?

23. Describe the documented and actual limits on both the size of and the number of values in data elements within records of various types, which the solution can manage. What is involved in changing the limits?

24. Can the system accept batch updates of data (patron, items, bibs, etc.) to identify, modify or delete older data?

H. Batch Loads/System Performance

25. Describe any performances vs. workload relationships inherent in the solution, citing specific examples. For example, if cataloging transaction load is higher than normal, does this affect search and display? How do you monitor and adjust the solution to address competing needs?

I. Data Security and Access

26. Describe data management practices to which the solution adheres, including those for patron and circulation transaction information. Include relevant information on



- standards compliance (such as ISO 27001) and any organizational information technology audits that have been completed.
27. Describe your plans for disaster recovery for LMS SaaS host facilities and operations and how would your LMS SaaS delivered in case of a major disaster?
  28. Describe the solution's use of and support for secure protocols to safeguard data in transit and at rest. (See Exhibit 8: Data Protection Policy with Contractors)
  29. Describe the solution's support for encryption in backups and in replica sets.
  30. Describe how your solution handles data recovery or the ability to roll back in the event of human or system error. Is the recovery process a self-service mechanism or, must the vendor perform the recovery? Are there any costs associated with this service?
  31. What protocols have been established for dealing with unauthorized access to or disclosure of confidential data?
  32. Describe what data validation the solution performs on records as they are created or edited and indicate whether this is different for batch jobs as compared to single records.
  33. Describe how the solution tracks changes to records. Is there an audit trail for edits? Is it possible to revert to previous versions of a record?
  34. Describe the extent to which the solution has been designed to comply with laws and regulations governing the storage and use of "protected" user data (see Exhibit 8 section A35: Data Protection Policy with Contractors.). Examples of such laws and regulations include: Family Educational Rights Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry Data Security Standards (PCI-DSS), and Children's Internet Protection Act (CIPA).
  35. Describe how your data storage practices and procedures adhere and or deviate to the policies outlined in Exhibit 8: Data Protection Policy with Contractors.

J. Identity Management

36. Describe how administrative rights are assigned within the solution. Can administrative rights be assigned to identities stored in external identity stores, such as Active Directory? Can administrative rights be assigned to groups, as well as users? Does the solution allow compartmentalizing of administrative rights to a particular department(s)?
37. Describe how your solution addresses group- based permissions. Also describe any differences in what permissions and privileges can be managed for a group vs. an individual account.
38. Describe the level of granularity of access controls for staff functions (principle of least privileges). For example, can certain data elements be made read-only for some staff and read-write for others?

**K. Integration and Extensibility**

39. Describe how the solution supports E-Commerce/secure E-Payment options for patrons. Do your fines payment capabilities integrate with other third party software? If so, which ones? Which payment gateways are compatible with your solution?
40. Describe how the solution exposes data through documented web services and APIs, including supported data operations (read, write, update, delete, and so on).
41. Describe any facility the solution provides for staff client automation, using such techniques as keyboard shortcuts, task-oriented macros, and keystroke recording.
42. Describe how the solution delivers customizable, relational views of LMS staff client. Include information about what data are available through these views, whether the views are read-only or provide update capabilities, and any export or scripting capabilities. Can these views include arbitrary data from multiple record types (e.g., bibliographic data and order data)? What, if any, limitations exist on combining data elements from multiple record types for reporting or updating?
43. For all reporting, updating, importing and exporting functions, and modifications to the web interface, describe the level of staff expertise needed to perform the operation. In particular, identify which functions require the intervention of a database administrator or Systems/IT personnel as opposed to functions that library staff can perform on their own. In each case, include the specific technology or platform in which the technical function must be performed.

**L. Testing**

44. How can staff test changes, updates, batch loads, etc. before making changes to the production environment?

**M. Circulation**

45. Describe how does a staff member logs into the solution? Describe how user access control is delegated. Who sets permissions? What levels of hierarchy are available? How many logins are available? Where are logins displayed? Does the solution identify users by login within reports? If so, what reports?

### **Exhibit 3 – Reporting Requirements**

A list of general reports that are required for production are provided in a separate Microsoft Excel document along with this solicitation and are available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

**Respondents are directed to complete the Excel Worksheet Template- *Reporting Requirements*:**

**filename: Spec120714\_Exhibit\_3.xlsx**

Respondent must use the provided Excel worksheet to provide response information and assumptions. Reporting Requirements information received in any other format will not be considered and may be cause for the Proposal to be rejected. In addition, Respondent must provide a narrative response that addresses each of the requirements.

**Exhibit 4 – Company Profile Form and Project Reference Form**

**COMPANY PROFILE INFORMATION**

**Submit a completed company profile information sheet for the prime contractor, each joint venture partner, and each subcontractor, as applicable.**

- 1) Legal Name of Firm: \_\_\_\_\_
- 2) Doing Business under Other Company Name? If yes, Name of Company: \_\_\_\_\_
- 3) Headquarters Street Address: \_\_\_\_\_
- 4) Headquarters City, State, Zip Code: \_\_\_\_\_
- 5) Website Address: \_\_\_\_\_
- 6) Proposed Role:  Prime  Subcontractor  Joint Venture Partner  
 Supplier  Other: \_\_\_\_\_
- 7) Number of Years in Business: \_\_\_\_\_ Number of Years in the LMS Business: \_\_\_\_\_
- 8) Total Number of: Employees: \_\_\_\_\_ full-time technical Staff: \_\_\_\_\_ & support staff: \_\_\_\_\_
- 9) Total Annual Revenues for each of the last 3 full fiscal years: \_\_\_\_\_
- 10) Major Products and/or Services Offered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 11) Other Products and/or Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 12) Number of installed LMS solutions commenced or deployed in the last 4 years: \_\_\_\_\_

### PROJECT REFERENCE FORM

Please complete one Project Reference Form for every ILS/LMS implementation project for organizations that Respondent has commenced or deployed within the last five (5) years. If the software provider is not the prime contractor, please also include a completed Project Reference Form for each such project for the software provider, regardless of whether or not the software provider was the prime or subcontractor on such projects.

Referenced Company: \_\_\_\_\_  
 ILS/LMS Product: \_\_\_\_\_  
 Client Name: \_\_\_\_\_  
 Client Organization Size (# of Employees): \_\_\_\_\_ Size of Patron Base: \_\_\_\_\_  
 Project Start Date: \_\_\_\_\_ Project Go Live Date: \_\_\_\_\_  
 Initial Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_  
 ILS/LMS Deployment Model (i.e., SaaS, Hosted, On-Premises): \_\_\_\_\_  
 Project Scope and Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe how subject solicitation goals were met. What was the outcome of the project?  
 Attach additional pages, as necessary.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Discuss significant obstacles to implementation and how those obstacles were overcome.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Is the client still using your company for subject solicitation? \_\_\_\_\_  
 What was the cost/financing structure of the contract? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Implementation Vendor: \_\_\_\_\_  
 Project Manager: \_\_\_\_\_  
 List all applications that were interfaced with the ILS/LMS Software.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Client Project Implementation Manager  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Project Role: \_\_\_\_\_

**Exhibit 5 – Cost Proposal Form**

The cost proposal form is provided in a separate Microsoft Excel document along with this solicitation and is available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

**Respondents are directed to complete the Excel Worksheet Template - *Cost Proposal Form*:**

**filename: Spec120714\_Exhibit\_5.xlsx**

Respondent must use the provided Excel worksheet to provide response information and assumptions. Cost Proposal information received in any other format will not be considered and may be cause for the Proposal to be rejected. In addition, Respondent must provide a narrative response that addresses each of the requirements:

**Instructions to Respondent:**

1. Validate the Cost Summary in the Cost Proposal document, which shall be a roll-up of all subsequent Cost Detail sections. Cost Summary shall represent the full cost of software, implementation, and other services over the first five years.
2. The Total Cost should include all software and services costs necessary to deliver the proposed solution at a fixed fee. The timing of all costs should match Respondent's implementation plan.
3. Complete the Cost Detail sections, which shall include unit pricing and total costs as applicable. In case of a discrepancy between the unit and total pricing, the unit price(s) shall govern. Use additional Excel sheets as necessary to provide the City with a detailed understanding of all associated costs.
4. Cost Detail sections indicate anticipated cost items. Please add items as needed/proposed.
5. All costs should be in US dollars.
6. Indicate payment terms if an early payment discount is offered, including the percentage discount and when the payment is due. Also indicate any other special discounts or programs that you feel could benefit the City. The Total Cost in the Cost Summary shall not reflect any such discounts.
7. Provide any proposed optional hardware, software, and implementation services on additional Excel sheets.
8. In Section 5, multiply your blended rate by one-hundred-sixty (160) hours for the implementation phase as well as years two through five (2-5).

## **Exhibit 6 – Sample Professional Services Agreement**

The sample Professional Services Agreement is provided in a separate PDF document along with this solicitation and is available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

**Respondents are directed to review the provided *Sample Professional Services Agreement*:**

**filename: Spec120714\_Exhibit\_6.pdf**

## Exhibit 7 – Insurance Requirements

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

### A. INSURANCE TO BE PROVIDED

#### 1) Workers Compensation and Employers Liability

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 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 for the Respondent must maintain limits of not less than \$1,000,000 with the same terms herein.

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

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

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

#### 4) Error & Omissions/Professional Liability

When any system technicians or engineers, web/cyber architects or engineers, project/program, managers/administrators, training professionals, electronic data processing (EDP) professionals including but not limited to system programmers, hardware and software



designers/consultants or other professional consultant 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 but not limited to performance of or failure to perform EDP, performance of or failure to perform other computer services, and failure of software product to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claim-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

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

5) Valuable Papers

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

6) All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Respondent at full replacement cost insuring loss or damage to City of Chicago property including Chicago Public Library system/equipment, computer hardware and software devices, machinery, equipment, materials, parts and supplies that are part of the project/agreement during the course of design, development, installation, implementation, upgrade and testing until City acceptance and during maintenance thereafter. Coverage is to be provided for the City of Chicago property/data in the care, custody and control of Respondent property site. The City of Chicago is to be named as an additional insured and loss payee.

Respondent is responsible for all loss or damage to City property at full replacement cost including but not limited City systems/equipment materials or supplies that result from this Agreement during installation, maintenance or repairs, and for any loss or damage to City of Chicago property/data while in storage at Contractor site.

Hosting Site

Respondent is to provide evidence of All Risk Property Insurance for Property (Hosting) Site of Respondent that is part of the Agreement.

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

**B. ADDITIONAL REQUIREMENTS**

Respondent must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Respondent must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit 7) 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 Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. Respondent must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Respondent must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Respondent.

Respondent 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 Respondent in no way limit the Respondent'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 Respondent under this Agreement.

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

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

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

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

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

**INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: \_\_\_\_\_ Specification #: 120714  
 Address: \_\_\_\_\_ RFP: \_\_\_\_\_  
 (Number and Street) Project #: \_\_\_\_\_  
 (City) (State) (ZIP) 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 <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> 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				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

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

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

**For City use only**

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

**Exhibit 8 – Data Protection Policy with Contractors****DATA POLICY/DATA WITH CONTRACTOR**

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

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

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

1. Information Security. Contractor agrees to the following:
  - 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
  - 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
  - 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is

- protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>), or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
  - 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doi/supp\\_info/initiatives\\_-\\_informationsecurity.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/initiatives_-_informationsecurity.html) ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
  - 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
  - 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of

Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.

- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third-party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance - HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.

- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been



breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.

- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

**Exhibit 9 – New Information Security Policies**

The City's Information Security Policies is provided in a separate PDF document included in this solicitation and are available on the DPS website, [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids).

**Respondents are directed to review the *New Information Security Policies*:**

**filename: Spec120714\_Exhibit\_9.pdf**

**Exhibit 10 – Glossary of Terms**

Term	Definition
AAP	Authorized Access Point (RDA term for heading)
Agency	Any branch location and division of Chicago Public Library
API	Application Program Interface
Audience/Intellectual Level	In current system, audience is primarily identified in an item record as part of the amalgamated Location field; audience is also sometimes noted in fixed or variable fields of bib records.
Back-of-The-House Function	Functions used only by staff members
BiblioCommons	A SaaS based solution which provides website & catalog searching and web CMS service
BPR	Business Process Reengineering
CARL.X	ILS which is currently being used at Chicago Public Library.
Cataloged Holdings	Individual units of materials attached to bibliographic records
CIPA	Children's Internet Protection Act
Chicago Public Library	All Chicago Public Library locations including neighborhood branches, regional libraries, the central library (also referred to as the Harold Washington Library Center or HWLC) and any related ancillary sites
Collection	Materials owned by or licensed to Chicago Public Library and available for use by CPL patrons including but not limited to books, non-print materials, periodicals and databases
Concurrent Users	Any users (staff, public, etc.) using any service and/or drawing on the same resources at the same time
CONTENTdm	The digital collection management SaaS currently used by CPL and provided by OCLC
Commissioner	The Commissioner of the Chicago Public Library or designated representative
CPL	An acronym for Chicago Public Library
Device-Agnostic	Software or data that has been designed to work across a range of devices rather than just one
DoIT	Department of Innovation and Technology
EAN	"International Article Number;" a 13-digit barcoding standard number, used to identify unique book titles and other products
EnvisionWare	CPL's PC reservation and print management-services provider

Evanced	Vendor of room reservation SaaS being evaluated for use at CPL
EZ proxy	A remote e-content subscription authentication and authorization service provided by OCLC.
FERPA	Family Educational Rights Privacy Act
Floating Collection	A group of materials, usually determined by format (such as DVDs or print books) or subsets (such as popular bestsellers or large print books) that are not housed permanently at one specific branch, but instead are shelved at whichever branch in the system they were most recently returned.
Gold Rush	Electronic resource management software provided by the Colorado Alliance of Research Libraries
HIPAA	Health Insurance Portability and Accountability Act
Holds	Patron requested materials to be reserved for check-out
Holdings	This term may refer to the aggregate collections of the library. At CPL the term is frequently used in combination with serials and encompasses the concept of summary holdings (the span of years and volumes of a serial that the library holds) and checked-in issues; barcoded items may or may not be attached
Hoopla	A streaming video and music service provided by Midwest Tape
ILS	Integrated Library System
ISBN	International Standard Book Number, the independent and formal identifier of books by title, author, and edition
Items	An item can be identified by virtue of having a barcode/OCR attached. In the client's current ILS, the item includes barcode #, circability, audience-level, format, last action date, staff initials of last action, location, collection, call number, status, language, chronology/enumeration
i-tiva	A phone server which integrates fully with the ILS to allow users to call in and access their library account over an automated phone; outbound solution delivers library notices; provided by TALKINGtech
LMS	Library Management System
Locations	In CPL's current ILS, the location element of the item is an amalgamated code for the item's circability, intellectual level, and floor of the building of the main library
LPT:One	A public pay-for-print cost management system provided by EnvionWare
MARC Record	Machine Readable Cataloging Record

MFHD	MFHD holdings information (how many copies, parts of copies, volumes, related items, span of time, etc. that a
Module	A component of the Integrated Library System, such as serials control or interlibrary loan
OCLC	OCLC is a nonprofit, membership, computer library service and research organization dedicated to the public purposes of furthering access to the world's information and reducing library costs; more than 72,000 libraries in 170 countries used OCLC services to locate, acquire, catalog, lend, preserve and manage library materials
OCLC Connexion	Connexion is a suite of tools and services that libraries use to create and edit quality bibliographic and authority records, and share records with the entire OCLC cooperative
OPAC	Online Public Access Catalog
Overdrive	CPL's primary e-book license vendor
Patron	An individual, organization, corporation or any other type of entity that utilizes Chicago Public Library for information, education, or entertainment purposes
PAC Workstations	Public Access Catalog workstations
PC Reservation	Solution for public computer management
Rotating Collections	Book discussion material or collections that are rotated to library locations in a specific order.
SaaS	Software as a Service
Serial Module	Portion of the ILS where the serials functions and data live. May be within another module or system of the solution
SIP2	Standard Interchange Protocol 2
Springshare	Room reservation SaaS
Staff	CPL personnel
Subscription Number	A unique number assigned to individual subscription; may be specific to subscription vendor/publisher and allows identification/searching for a given subscription
Syndetics	The service that provides added content to CPL's OPAC, including cover art, reviews, abstracts, tables of content, etc., and is provided by Bowker
Third Party	A group besides the two primarily involved in a situation
User	Staff, Librarians, Patrons, Administrators, etc. who would use the module or function being discussed

## **Exhibit 11 – City of Chicago Hardware and Software Standards Overview**

The most up to date version of the City of Chicago Hardware and Software Standards can be found linked from the following web page

[http://www.cityofchicago.org/city/en/depts/doi/supp\\_info/hardware\\_softwarestandards.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/hardware_softwarestandards.html)

**Exhibit 12 – Online City of Chicago Economic Disclosure Statement and Affidavit (EDS)****ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS**

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR LIBRARY MANAGEMENT SYSTEM, SPECIFICATION NO. 120714, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A **"CERTIFICATE OF FILING"** EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED **ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT** SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

**1. ONLINE EDS FILING****1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE**

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

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

**1.2. ONLINE EDS WEB LINK**

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

**1.3. ONLINE EDS NUMBER**

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

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

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

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form following the Cover Letter. See Section 4.11, Proposal Requirements, 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. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

#### 1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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



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

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
  - \_\_\_\_\_ a. Name
  - \_\_\_\_\_ b. Address
  - \_\_\_\_\_ c. Fees – Estimated or paid

### 1.7. EDS FREQUENTLY ASKED QUESTIONS

**Q: Where do I file?**

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

**Q: How do I get help?**

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

**Q: Why do I have to submit an EDS?**

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

**Q: Who is the Applicant?**

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

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

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

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

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

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

A: "Person" means a human being.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Q: I forgot my user ID. Can I register again?**

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

**Q: Who is the EDS Captain?**

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

**Q: Why do we need EDS Captains?**

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

**Q: Who is the EDS team?**

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

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

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

**Q: How do I complete an Online EDS?**

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

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

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

**Q: How do I attach documents?**

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

**Q: Who can complete an Economic Disclosure Statement online?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Q: What are the system requirements to use the Online EDS?****A: The following are minimum requirements to use the Online EDS:**

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

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

**ATTACHMENT A**  
**ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received **Specification No. 120714** containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: \_\_\_\_\_  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: \_\_\_\_\_

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_ (Affix Corporate Seal)

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

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

Notary Public Signature: \_\_\_\_\_ (Seal)

**Exhibit 13 – Special Conditions Regarding Minority and Women Owned Business Commitment****SPECIAL CONDITIONS FOR PROFESSIONAL SERVICES MBE & WBE****SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR MBE/WBE PROFESSIONAL SERVICES****I. POLICY AND TERMS**

It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, and shall take affirmative action to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

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

MBE Contract Goal: 0%

WBE Contract Goal: 0%

The commitment is met by the 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 government contracts of such contractor), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the contract goals.**

As noted above, the 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.

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.

Pursuant to 2-92-535, the prime contractor may apply to be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

## II. DEFINITIONS

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

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

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of



Chicago or his or her designee.

- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.
- h. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.
- i. "Contractor" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.
- l. "Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: 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 government contracts held by that contractor.)
- n. "Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.
- o. "Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor pursuant to 2-92-535, that is approved by the City of Chicago and complies

with all requirements of 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

- p. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.
- q. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- r. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase, and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- s. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

### III. Joint Ventures

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

- A. The joint venture may be eligible for credit towards the contract's MBE/WBE participation goals only if:
  - 1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  - 2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  - 3. Each joint venture partner executes the bid to the City; and
  - 4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.
- B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago

contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the contract's MBE/WBE participation goals, and the portion of those goals met by the joint venture, shall be final.

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

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

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the contract's MBE/WBE participation goals.

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

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

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

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

**Notice:** The City requires that, whenever a joint venture is proposed as the prime 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**

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

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.**

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

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
  - 1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - 2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.
- C. If the MBE or WBE performs the work itself:
  - 1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). **0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals**
- D. If the MBE or WBE is a manufacturer:
  - 1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the

materials or supplies obtained by the bidder or contractor.

- E. If the MBE or WBE is a distributor or supplier:
1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE or WBE is a broker:
1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  2. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
  3. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by C.1. above).
  3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

All bidders will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- 1) Bidders responding to Request for Proposals (RFPs) who have been identified as a sort listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- 2) Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

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

#### **A. Direct/Indirect Participation**

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

1. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal.. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
  - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
    - i. Name, address, email and telephone number of MBE/WBE firms solicited;

- ii. Date and time of contact;
  - iii. Person contacted;
  - iv. Method of contact (letter, telephone call, facsimile, email, etc.).
- c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
- i. Project identification and location;
  - ii. Classification/commodity of work items for which quotations were sought;
  - iii. Date, item, and location for acceptance of subcontractor bids;
  - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why negotiations were not successful;
  - v. Affirmation that Good Faith Efforts have been demonstrated by: choosing subcontracting opportunities likely to achieve MBE/WBE goals; not imposing any limiting conditions which were not mandatory for all subcontractors; providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

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

**B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/contractor has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community shown in Attachment A. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A when the prime 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 Contract Compliance Officer may contact the assist agency for verification of notification.

**C. Impracticability**

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

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

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

**VI. PROCEDURE TO DETERMINE BID COMPLIANCE**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract: 1) An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or 2) a request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

**Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.**

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

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



The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor, and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five (5) business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

**B. Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

**C. Joint Venture Agreements.**

If the bidder's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/contractor or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section III above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

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

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V herein, the bidder must commit to the expenditure of a specific dollar amount of

participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

**E. Application for Approval of Mentor Protégé Agreement**

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

**VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- A. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each subcontractor. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.
- C. Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- D. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to

respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

- E. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- F. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

#### **VIII. CHANGES TO COMPLIANCE PLAN**

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
  - 1. Unavailability after receipt of reasonable notice to proceed;
  - 2. Failure of performance;
  - 3. Financial incapacity;
  - 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
  - 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 6. Failure of the subcontractor to meet insurance, licensing, or bonding requirements;
  - 7. The subcontractor's withdrawal of its bid or proposal;
  - 8. Subcontractor provided false information; or
  - 9. De-certification the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
  - 10) Termination of a Mentor Protégé Agreement.

- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
  2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
  3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section V. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
  4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
  5. A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

**IX. NON-COMPLIANCE AND DAMAGES**

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts to comply with MBE or WBE participation requirements; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

B. Payments due to the contractor may be withheld until corrective action is taken.

- C. Pursuant to 2-92-445, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the MBE/WBE participation commitment and the achieved amount of MBE/WBE participation, disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

- D. The contractor shall have the right to protest the determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-445 of the Municipal Code of the City of Chicago, within 15 business days of the determination.

**X. Arbitration**

- A. In the event 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 a 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, within ten (10) calendar 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 arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**XI Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

**Attachment A – Assist Agencies**

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

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

American Brotherhood of Contractors Business Development Center  
11509 S. Elizabeth  
Chicago, IL 60643  
Phone: (773) 928-2225  
Fax: (773) 928-2209  
Web: [www.american-brotherhood.org](http://www.american-brotherhood.org)

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

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

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

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

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

Illinois Black Chamber of Commerce  
331 Fulton Street, Suite 530  
Peoria, IL 61602  
Phone: (309) 740-4430  
Fax: (309) 672-1379  
[www.ilbcc.org](http://www.ilbcc.org)

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

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

National Association of Women Business Owners  
Chicago Chapter  
230 E. Ohio, Suite 400  
Chicago, IL 60611  
Phone: (312) 224-2605  
Fax: (312) 644-8557  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

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

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

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

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

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

Coalition for United Community Labor Force  
1253 W. 63<sup>rd</sup> Street  
Chicago, IL 60636  
Phone: (312) 243-5149

National Organization of Minority Engineers  
33 West Monroe, Suite 1540  
Chicago, IL 60603  
Phone: (312) 425-9560  
Fax: (312) 425-9564  
Web: [www.nomeonline.org](http://www.nomeonline.org)

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

South Shore Chamber, Incorporated  
Black United Funds Bldg.  
1750 E. 71<sup>st</sup> Street  
Chicago, IL 60649-2000  
Phone: (773) 955- 9508

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

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

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

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

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

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

Women's Business Development Center  
8 South Michigan Ave., Suite 400  
Chicago, IL 60603  
Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)  
January 2012



**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals**

**On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:**  
**Project Description:**

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

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 business 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 ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 806  
Chicago, Illinois 60602

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

Sincerely,

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

**Specification No:  
Project Description:**

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 on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, additional sheets may be attached.

- 1. Name of joint venture: \_\_\_\_\_  
 Address of joint venture: \_\_\_\_\_  
 Phone number of joint venture: \_\_\_\_\_  
 Contact person for matters concerning MBE/WBE compliance:  
 \_\_\_\_\_

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

- 3. Identify each MBE/WBE venturer(s): \_\_\_\_\_  
 Name of Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contact person for matters concerning MBE/WBE compliance:  
 \_\_\_\_\_

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

- 5. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE 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/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the

MBE/WBE to be dedicated to the performance of the project.

6. Ownership of the Joint Venture.

a. What 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):

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

ii. Capital contributions:

1. Dollar amounts of initial contribution: \_\_\_\_\_

2. Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

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

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

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

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

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

f. 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:

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

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

a. Joint venture check signing:

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

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

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

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

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d. Acquisition of lines of credit:

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e. Acquisition and indemnification of payment and performance bonds:

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f. Negotiating and signing labor agreements:

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

- i. Supervision of field operations: \_\_\_\_\_
- ii. Major purchases: \_\_\_\_\_
- iii. Estimating: \_\_\_\_\_
- iv. Engineering: \_\_\_\_\_

8. Financial Controls of joint venture:

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

---

b. Identify the managing partner, if any, and describe the means and measure of 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?

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9. State the approximate number of operative personnel (by trade) needed to perform the joint ventures 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

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

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

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

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

---

Which venturer will be responsible for the preparation of joint venture payrolls?

---

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

Notary Public Signature: \_\_\_\_\_

(Seal)

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



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

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

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

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

To: \_\_\_\_\_ and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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

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

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

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

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

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Email & Phone Number)



**SCHEDULE D-1**  
 Compliance Plan Regarding MBE/WBE Utilization  
Affidavit of Prime Contractor

**FOR  
 NON-CONSTRUCTION  
 PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE  
 BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: \_\_\_\_\_

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

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of \_\_\_\_\_  
 (Name of Prime Consultant/Contractor)

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

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

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

- A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.
- B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup>  
 \_\_\_\_%

**Total Participation %** \_\_\_\_\_

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.



2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%  
**Total Participation % \_\_\_\_\_**

3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%  
**Total Participation % \_\_\_\_\_**

4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%  
**Total Participation % \_\_\_\_\_**

5. Attach Additional Sheets as Needed

## II. Indirect Participation of MBE/WBE Firms

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation,

Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%  
**Total Participation %** \_\_\_\_\_
  
2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%  
**Total Participation %** \_\_\_\_\_
  
3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_\_%  
**Total Participation %** \_\_\_\_\_

4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:  
\_\_\_\_\_%  
**Total Participation %** \_\_\_\_\_

5. Attach Additional Sheets as Needed

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect MBE Participation</b>		

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect WBE Participation</b>		

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer

\_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

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

**Exhibit 14 – Local and Other Preferences: Adjustments to the Cost Proposal and Affidavits****LOCAL AND OTHER PREFERENCES: ADJUSTMENTS TO THE COST PROPOSAL****A. City-based Businesses (Chicago Business Preference)**

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

"City-based business" means a person who (i) conducts meaningful day-to-day business operations at a facility located within the city and reports such facility to the Internal Revenue Service as a place of employment for the majority of its regular, full-time workforce; (ii) holds any appropriate city license; and (iii) is subject to applicable city taxes.

"Contract" means any contract, purchase order or agreement awarded by the city and whose cost is to be paid from funds belonging to or administered by the city; provided that a contract does not include: (i) a delegate agency contract; (ii) a lease of real property; or (iii) a collective bargaining agreement.

"Prime Contractor" means a person who is a city-based business and the primary contractor on a contract. A "Prime Contractor" does not include any subcontractors.

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a bid preference ("City Based Business Preference") of two percent of the cost proposal, in accordance with section 2-92-412 of the MCC, to any qualified Respondent that is a prime contractor.

Respondents desiring to take advantage of the City Based Business Preference must submit documentation with their Proposal that Respondent is a City-Based Business: a "City-Based Business Affidavit" and a copy of any Chicago business license(s) if applicable.

**B. Alternatively Powered Vehicles Proposal Incentive****i. Definitions for Alternatively Powered Vehicles Bid Incentive**

For purposes of this Section B only, the following definitions apply:

"Alternative fuel" has the meaning ascribed to that term in the Energy Policy Act of 1992, and the rules promulgated by the United States Department of Energy pursuant to that Act. The term "alternative fuel" includes but is not limited to natural gas, liquefied petroleum gas, hydrogen, ethanol E85 or electricity;

"Alternatively powered vehicle" means a vehicle that:

(a) is fueled by alternative fuel; provided that if a vehicle is capable of being powered by alternative fuel and traditional petroleum-based gasoline or petroleum-based diesel fuel, the vehicle must be powered by the alternative fuel for no less than 80% BTUs consumed during the three months prior to the submission of the bid; or

(b) is commonly referred to as a hybrid vehicle that is capable of being powered by a combination of any fuel and an alternative power source and the alternative power source includes an energy storage system to store generated or accumulated energy which substantially reduces the fuel use and emissions when compared to a standard vehicle of the same age, type and size; or

(c) is fueled by a biodiesel blend; provided that the vehicle is powered by the biodiesel blend for no less than 80% of the gallons consumed during the three months prior to the submission of the bid; or

(d) is fueled by traditional petroleum-based gasoline or petroleum-based diesel fuel, but powered by an engine substantially more efficiently designed than a standard vehicle of the same age, type and size; provided that the vehicle is rated by the United States Environmental Protection Agency in the top 5% for fuel efficiency for similar vehicles.

An "alternatively powered vehicle" does not include any vehicle which is: (i) primarily used in a warehouse or similar type of enclosed structure; (ii) required to use, or given credit for using, alternative fuel by any federal, state or local law; or (iii) subject to Section 2-92-595 of the Municipal Code of Chicago.

"Biodiesel blend" has the meaning ascribed to that term in Section 2-92-595 of the Municipal Code of Chicago.

"Construction project" has the meaning ascribed to that term in Section 2-92-335 of the Municipal Code of Chicago.

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

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region"), and as to which: (1) a majority of the business' fleet is located and used within the Six County Region; and (2) a majority of those vehicles located and used within the Six County Region are alternatively powered vehicles.

"Fleet" means 10 or more vehicles that are owned, operated, leased or otherwise controlled by a business.

"Proposal Incentive" means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

"Vehicle" means every device powered by a motor or engine and by, upon, or in which any person or property is or may be transported or drawn upon a street or highway, except a "vehicle" shall not include motorized wheelchairs, golf carts, neighborhood electric vehicles, as that term is defined in Section 9-4-010 of the Municipal Code of Chicago, devices moved solely by human power, devices used exclusively upon stationary rails or tracks, or snowmobiles, as defined in the Snowmobile Registration and Safety Act of Illinois.

**ii. Eligibility for Alternatively Powered Vehicles Proposal Incentive**

If these RFP Documents pertain to a Contract having an estimated contract value of \$100,000 or more, the CPO may apply a proposal incentive of 1/2% to the contract cost proposal of a qualified respondent when the qualified respondent is an eligible business.

The incentive is used only to calculate an amount to be used in evaluating the price, and it will not affect the price of any contract that may ultimately be awarded.

For purposes of this section the total dollar value of a construction project contract includes both materials and labor.

(b) As a condition of being awarded a contract after claiming this incentive, the eligible business shall continue to meet the definition of an eligible business during the term of the contract.

(c) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a period of no less than seven years after final acceptance of the work.

(d) A Respondent desiring to receive an incentive pursuant to this section shall include with its bid submission the Affidavit of Eligible Business for Proposal Incentive for Alternative Powered Vehicles, which affirms that the Respondent satisfies all pertinent requirements as an eligible business.

(e) Upon completion of the work, any eligible business that receives a preference but that fails to meet the definition as an eligible business during the term of the contract shall be fined in an amount equal to three times the amount of the incentive.

(f) This section shall not apply to any contract to the extent that the requirements imposed by this section are inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under law or the home rule powers of the city.

### **C. Joint Ventures Between Small Business Enterprises and Veteran-Owned Business Enterprises**

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

"Contract cost proposal" means the total dollar amount a Respondent proposes as its cost proposal on an RFP without factoring any incentive or preference.

"Eligible joint venture" means an association of one or more small business enterprises in combination with one or more veteran-owned business enterprises, proposing to perform as a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their respective roles in the contract.

"Owned" means, as MCC 2-92-670 may be updated from time to time, having all of the customary incidents of ownership, including the right of disposition, and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

"Proposal Incentive" means an amount deducted, for proposal evaluation purposes only, from the Respondent's cost proposal in order to calculate the cost or price to be used to evaluate the proposal.

"Small business enterprise" means, as MCC 2-92-670 may be updated from time to time, a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any city fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 C.F.R. Part 121.

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

Unless otherwise prohibited by any federal, state or local law, the CPO shall allocate a proposal incentive of 5% of the contract cost proposal, to any qualified respondent that is an eligible joint venture.

Respondents desiring to receive this incentive must submit an affidavit and other supporting documents demonstrating that the respondent satisfies all pertinent requirements as an eligible joint venture.

As a condition of being awarded after claiming this incentive, the eligible joint venture shall continue to meet the definition of an eligible joint venture. If a contract is awarded to the eligible joint venture, upon completion of the work, any eligible joint venture that receives a proposal incentive but fails to meet the definition of eligible joint venture during the term of the contract for which the proposal incentive was applied shall be fined in an amount equal to three times the amount of the proposal incentive.

The contractor shall maintain adequate records necessary to ensure compliance with this section and shall submit such reports as required by the chief procurement officer. Full access to the contractor's and subcontractors' records shall be granted to the chief procurement officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractor shall maintain all relevant records a period that is the longer of seven years or as after final acceptance of the work in accordance with the Local Records Act.



**CITY-BASED BUSINESS AFFIDAVIT**

The City-Based Business preference of 2% is applicable to Contracts funded in whole by City funds. Respondent must complete this form, and provide a copy of its Chicago business license(s) if applicable, if it desires to be considered for this preference. Respondents that do not complete this page will not be regarded as City-Based Businesses. If Respondent's operations are at multiple locations in the City of Chicago, use additional sheets if necessary.

1. Is Respondent a "City-Based Business" as defined in the "Local and Other Preferences" portion of this solicitation and in MCC 2-92-412?

( ) Yes ( ) No

2. Does the Respondent report to the Internal Revenue Service that the place of employment for the majority (more than 50%) of its regular, full-time workforce is a facility within the City of Chicago?

( ) Yes ( ) No

3. Does the Respondent conduct meaningful day-to-day business operations at a facility within the City of Chicago?

( ) Yes ( ) No

4. Street address of business location within the City of Chicago (P.O. address not accepted):

\_\_\_\_\_

5. Describe the business activities are carried out at the location listed above: \_\_\_\_\_

\_\_\_\_\_

6. How many full-time regular employees are currently employed at the location listed above? \_\_\_\_\_

7. Total number of full-time regular employees employed at all locations worldwide? \_\_\_\_\_

8. List City of Chicago business license(s) held; attach copies. If none are required, indicate "none required": \_\_\_\_\_

\_\_\_\_\_

Respondent understands that it may be required to produce records to the Chief Procurement Officer to verify the information provided.

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

Name of Respondent: \_\_\_\_\_ (Print or Type)

Signature of Authorized Officer: \_\_\_\_\_ (Signature)

Title of Signatory: \_\_\_\_\_ (Print or Type)

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

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)

(Seal)

**INCENTIVE FOR ALTERNATIVELY POWERED VEHICLES AFFIDAVIT**

An Eligible Business incentive for alternatively powered vehicles may be applicable. Respondent must complete this form if it desires to be considered for this incentive. Respondents who do not complete and submit this form with their proposals will be deemed to be non-Eligible Businesses.

1. Is Respondent a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region")? ( ) Yes ( ) No

2. Street address of principal place of business: \_\_\_\_\_  
\_\_\_\_\_

3. How many total vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternately Powered Vehicles," are currently owned, operated, leased or otherwise controlled by respondent?

**Line 3(a):** \_\_\_\_\_

4. How many of respondent's vehicles are located and used within the Six County Region?

**Line 4(a): number of vehicles** \_\_\_\_\_

**Line 4(b): percentage of fleet (line 4(a) divided by line 3(a))** \_\_\_\_\_%

5. How many of respondent's vehicles located and used within the Six County Region are alternatively powered vehicles, as defined in the Local and Other Preferences section of this solicitation, "Incentive for Alternately Powered Vehicles?"

**Line 5(a): number of vehicles** \_\_\_\_\_

**Line 5(b): percentage of Six County fleet (line 5(a) divided by line 4(a))** \_\_\_\_\_%

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Respondent: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)

**SMALL BUSINESS ENTERPRISE AND VETERAN-OWNED BUSINESS ENTERPRISE JOINT VENTURE AFFIDAVIT**

Respondent must complete this form if it desires to be considered for the incentive as described in the Local and Other Preferences section of this solicitation, for joint ventures between Small Business Enterprises and Veteran-Owned Business Enterprises. Respondents that do not complete this page will not be regarded as eligible joint ventures. Please use additional sheets if necessary. Attach all relevant certifications and/or support documents.

- 1. Is respondent an "eligible joint venture" as defined in MCC 2-92-418?  
( ) Yes ( ) No
- 2. Is at least one member of the eligible joint venture a "small business enterprise" as defined in MCC 2-92-670?  
( ) Yes ( ) No
- 3. Is at least one member of the eligible joint venture a "veteran-owned business enterprise as that term is defined in MCC 2-92-670?  
( ) Yes ( ) No
- 4. Is the veteran-owned business identified above certified by the State of Illinois as a qualified service-disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57? If yes, please provide appropriate documentation.  
( ) Yes ( ) No
- 5. If the answer to # 4 above is no, is the veteran-owned business an enterprise which is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of stock of which are owned by one or more veterans?  
( ) Yes ( ) No
- 6. If qualifying as a veteran-owned business under the requirements of #5 above, please list all owners, their percentage of ownership interest, and provide appropriate documentation demonstrating status as veteran, as that term is defined in MCC 2-92-418.

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

- 7. List City of Chicago business license(s) held and attach copies if applicable. If none are required, indicate "none required":

\_\_\_\_\_

Respondent understands that it may be required to produce records to the chief procurement officer to verify the information provided.

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

Name of Joint Venture: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer for SBE: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer for Veteran-Owned Business: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by  
\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_  
(Signature of Notary Public)  
(Seal)