

REQUEST FOR PROPOSAL ("RFP") for

ARMORED CAR SERVICES

SPECIFICATION NUMBER 847054

Required for use by:

CITY OF CHICAGO
(Department of Finance)



This RFP distributed by:

CITY OF CHICAGO
(Department of Procurement Services)

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

Shannon E. Andrews, Chief Procurement Officer
Attention: Hugo Zapata-Martínez, Senior Procurement Specialist
hugo.zapata@cityofchicago.org
312 -744-1087
Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North La Salle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held at City Hall, Bid & Bond Room, Room# 103,
121 North La Salle Street, Chicago, Illinois 60602
on **August 9, 2019** at **1:00 p.m.** Central Time,
Attendance is Non-Mandatory but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN
4:00 P.M., CENTRAL TIME, ON
FRIDAY, OCTOBER 4, 2019**

LORI E. LIGHTFOOT
MAYOR

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

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**REQUEST FOR PROPOSAL (“RFP”)
for
ARMORED CAR SERVICES
Specification No. 847054**

1. GENERAL INVITATION

1.1. Purpose of the Request for Proposal

The City of Chicago (“City”) acting through its Department of Finance (“DOF”), invites the submission of Proposals from qualified firms demonstrating their expertise and experience in providing Armored Car Services.

The objective of this Request for Proposals (RFP) is to engage a qualified Contractor who can provide professional armored car services which includes the managed delivery, pick-up, and secured overnight care or storage (when necessary), custody, and control of various City of Chicago valuables – “Valuables” include, but are not limited to, United States paper currency and coin currency, bank checks (made for various payments made to the City of Chicago), as well as other payment-transaction-related City of Chicago non-cash documents such as Taste of Chicago special event tickets.

Companies with demonstrated experience in this area, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

The work contemplated is professional in nature. It is understood that the Contractor acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Contractor 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 from the City. Any Contract resulting from this RFP document will require the Contractor to execute a statement of confidentiality.

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

1.2. Background

The City of Chicago’s Department of Finance manages most of the City’s “payment processing” transactions. These transactions typically involve cashiering staff located at various “payment centers” within the City of Chicago’s city limits. Cashiers will assist customers who are there to make a payment to the City – for example to pay a parking ticket, or water bill, etc. – whereby payments are made via cash, or check, or credit/debit cards. The various transactions generate cash, coins, and checks, and related payment articles – such as a coupon-document or payment-voucher copy relating to the payment made. Based on scheduled times, the cash, coins, and checks are tallied by the cashier, and are prepared for armored car pickup to be delivered to a specified City-designated depository (a specific banking or cash-handling entity with whom the City has an agreement to perform certain reconciliatory tasks with respect to legal tender made for deposit).

Other non-cash items, which do not accompany cash, coins, and checks must be delivered to other locations for other payment processing transaction tasks. The City requires armored car services to also handle non-cash items maintained as supporting documents to the transaction process.

1.3. Access to RFP Related Materials

All materials related to the RFP will be available on the internet. Respondents are solely responsible for acquiring the information and files concerning this RFP at the Department of Procurement Services website:

- www.cityofchicago.org/bids
- Pre-Bid/Proposal Conference Attendees
- Addenda and Exhibits, if any.

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 103, City Hall, 121 N. La Salle Street in Chicago, IL 60602.

A Respondent who chooses to download an RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for Addenda and/or Clarifications , if any.

Failure to obtain Addenda and/or Clarifications from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the Addenda and/or Clarifications, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple Addenda and/or Clarifications. (See Section 4.4. Addenda and Clarifications.) Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print an RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing BidandBond@cityofchicago.org to register Respondent's company as an RFP document holder, which will enable the Respondent to receive any future Clarification and/or Addendum related to this RFP.

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

2. DEFINITIONS

The following defined terms have the meanings specified below. NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

“Addendum” means a written revision of the RFP documents issued by the Chief Procurement Officer prior to the due date for submitting Proposals.

“Chief Procurement Officer” or “CPO” means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

“City Comptroller” or **“Commissioner”** means the Chief Executive Officer of the City of Chicago Department of Finance or participating Department in this Contract, and any representative authorized in writing to act on that City Department's behalf.

“Clarification” means the City's response to questions submitted by Respondents which do not revise the requirements of the RFP.

“Contract” means the City of Chicago’s executed Work Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFP in Exhibit 7.

“Contractor” means the Respondent awarded the Contract pursuant to this RFP process.

“Department” means the City of Chicago Department participating in this Contract.

“EC” means the Evaluation Committee appointed to review and assess all Proposals, and make its recommendations to the Commissioner concerning its evaluations.

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

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

“Services” means performance of all tasks, activities and deliverables as described in detail in Exhibit 1, Scope of Services and performed by qualified and licensed personnel of the selected Respondent pursuant to this RFP.

3. BASE CONTRACT PERIOD

Any contract awarded pursuant to this RFP solicitation shall be for a base Contract period of five (5) years. The City has the option to extend the term of the Contract for three (3) additional one (1) year terms, or an additional 36-month term beyond the base Contract period.

4. GENERAL INFORMATION AND GUIDELINES

4.1. No Stated MBE/WBE Participation Goals

The Chief Procurement Officer has determined that the nature of the services to be provided under this Contract are such that neither direct nor indirect subcontracting opportunities will be practicable.

Therefore, there will be no stated goals for MBE/WBE participation resulting from this Contract. This determination is being made pursuant to Section 2-92-450 of the Municipal Code of Chicago.

4.2. Communications Between the City of Chicago and Respondents

Respondents must communicate only with the Department of Procurement Services. All questions or requests for Clarification must be in writing, sent by e-mail, and directed to the attention of Hugo Zapata-Martínez, hugo.zapata@cityofchicago.org, and must be received no later than 4:00 p.m. Central Time, on **August 16, 2019**.

Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference in writing and sent to the email address above in an Excel spreadsheet in the format sampled below.

Example: Format for Respondents to Submit Questions

Item	Question or Request for Clarification	RFP Section being referenced

All questions and requests for Clarification must be submitted via e-mail. The subject line of the email must refer to “Request for Proposal (“RFP”) for Armored Car Services, Specification No. 847054,” clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal”.

Example: Format for email subject line:

TO	hugo.zapata@cityofchicago.org
FROM	respondent@youremail.com
SUBJECT	Question and Request for Clarification (NOT a proposal) for RFP Specification No. 847054

No telephone calls will be accepted unless the questions are general in nature.

4.3. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference at City Hall, Bid & Bond Room #103, 121 North La Salle Street Chicago, Illinois 60602 at **1:00 p.m.** Central Time on **Friday, August 9, 2019**.

All parties interested in responding to this RFP are urged to attend in person. The City requests that all parties planning on attending the Pre-Proposal Conference notify Hugo Zapata-Martínez prior to the Pre-Proposal Conference. The e-mail communication shall include the names, titles, e-mail address and phone number of each attendee.

The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. (See Section 4.4. Addenda and Clarifications below.) The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to conference. Anything stated at this Pre-Proposal Conference is not intended to change the solicitation document.

4.4. Addenda and Clarifications

If it becomes necessary to revise or expand or clarify any part of this RFP, an Addendum will be provided by the Department of Procurement Services in writing to address such matters prior to the Proposal due date. Each Addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt. (See Section 5.2.3.e. Cover Letter)

A copy of each Addendum associated with this RFP specification number will be posted on the City of Chicago Department of Procurement Services’ website and may be downloaded. Copies of any Addenda are also available from the Department of Procurement Services’ Bid and Bond Room 103, City Hall, 121 North La Salle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; and via the Internet at the Department of Procurement Services website: www.cityofchicago.org/Procurement.

The Addendum may also be sent (by USPS or by email) to all of the prospective Respondents listed on the “Take Out Sheet”. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package from the Bid and Bond Room and leave a business card, e-mail BidandBond@cityofchicago.org, or call the Bid & Bond Room 312-744-9773 to register their company as having downloaded a copy of the RFP prior to the Proposal due date. Respondents are solely responsible for acquiring the necessary information or materials from the Bid and Bond room.

An Addendum may include, but not be limited to, the following:

- a. Responses to questions and requests for Clarification sent to the Department of Procurement Services; and/or
- b. Responses to questions and requests for Clarification raised at the Pre-Proposal Conference; and/or

- c. Responses to questions and requests for Clarification which were submitted by the deadline for submission of questions; all in accordance with the provisions of Section 4.2 Communications Between the City of Chicago and Respondents.

4.5. 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 at the address below, no later than 4:00 P.M. Central Time on **Friday, October 4, 2019**.

Proposals must be delivered to the following address:

Shannon E. Andrews, Chief Procurement Officer
City of Chicago
Department of Procurement Services
Bid & Bond Room
Room 103, City Hall
121 North La Salle Street
Chicago, Illinois 60602

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 Section 4.5, or by the date and time as may be changed in accordance with an Addendum. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Proposals must be placed in the depository located in the Bid & 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 of City Hall. It is Respondent's sole responsibility to ensure that the Proposal is received as required.

- ✓ Respondent must submit 1 hardcopy original of the complete Proposal. The original hardcopy must be clearly marked as "ORIGINAL" and must bear the original signature of an authorized officer on all documents requiring a signature. (In lieu of hardcopies of financial statements, see Section 5.2.10 Financial Statements regarding electronic copies as acceptable.)
- ✓ Respondent must submit 6 electronic Word-searchable copies of the original Proposal on a USB drive or CD-ROM. Copies must be exact duplicates of the ORIGINAL.
- ✓ Respondent must submit an electronic Compensation Schedule/Cost Proposal using the live Exhibit 2 Excel file.
- ✓ Respondent must submit 1 redacted copy of the Proposal in pdf format, if applicable. (See Section 4.7 Transparency Website: Trade Secrets.)

Respondent must enclose all documents in sealed envelopes or boxes. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Request for Proposal (RFP) for Armored Car Services
Specification No. 847054
Due¹: Friday, October 4, 2019, 4:00 p.m. Central Time
Submitted by: (Name of Respondent)
Package ____ of ____

¹ The Proposal Due Date is subject to change via Addendum.

The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed accepted, nor constitute acceptance by the City, of 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 Respondent has responded, or determining if a Proposal was submitted by the date and time specified herein.

4.6. Procurement Timetable

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

Key Activity	Target Date
City Issues/Advertises RFP	July 31, 2019
Non-Mandatory Pre-Proposal Conference	August 9, 2019
RFP Questions Due	August 16, 2019
Proposals Due	October 4, 2019

4.7. Transparency Website: Trade Secrets

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

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

- Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
- Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of Data contained on this sheet is subject to the restriction on the title page of this RFP."
- Provide a CD-ROM with a redacted copy of the entire Proposal or submission as one .pdf format file 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.

5. PREPARING PROPOSALS: REQUIRED INFORMATION

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

5.1. Format of Proposals

Proposal hardcopies 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.

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

Electronic versions of the original proposal shall be word-searchable and mirror images of the original hardcopy.

5.2. Required Contents of Proposal

Proposal content must be clear, concise and well organized. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFP.

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal.

Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the Contract.

While the City recognizes that Respondents provide costs in varying formats, compliance with the Excel file Compensation Schedule in Exhibit 2 is required to facilitate equitable comparisons.

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

5.2.1. Cover Page

The Proposal must begin with a cover page bearing the full legal name and address of the Respondent and the name and number of this RFP. Any confidential, proprietary information or trade secret claims must be outlined on the cover page.

5.2.2. Table of Contents

A table of contents for the Proposal should follow the cover page.

5.2.3. Cover Letter

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

The cover letter must:

- a) Indicate the number of years the company/organization has been in business and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.), and the names of its principals or partners and authority to do business in Illinois with the most recent documents filed with and obtained from the Secretary of State.
- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this Proposal, oral presentation, and negotiations.
- d) Include a statement referring to any objections or comments taken to the sample Work Services Agreement. (See 5.2.15 Work Services Agreement for further requirements concerning Exhibit 7.)
- e) Acknowledge receipt of each Addendum issued by the City, if any. (See 4.4. Addenda and Clarifications.)

5.2.4. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Proposal would achieve those objectives. The summary must discuss Respondent's strategy and methodology for successfully implementing and managing the Services for the City of Chicago; capacity to perform, and approach towards management, satisfying the Scope of Services in the RFP and any additional factors for the City's consideration.

The summary should outline the Respondent's overall plan from the initial contract award (or pre-award meetings) phase, to post-initial, and on-going operations of Contract; general approach to project management and expected deliverables and reports.

5.2.5. Qualifications and Experience of Respondent in the City of Chicago, and its Corporate Organizational Structure (See Evaluation Criterion 7.1)

Respondent must demonstrate its ability to meet the requirements set out in Exhibit 1 by describing its qualifications in terms of its corporate-level experience and capacity to provide armored car services in the City of Chicago.

- a) Submit an organizational chart that illustrates the overall structure of the Respondent's corporate structure, but also depict where the City of Chicago fits in relationship to the corporate entities who will be specifically connected to the City in terms of performing the day-to-day, month-to-month, and year-to-year activities; including subcontractors, if any.
- b) Respondent must certify that all armored car agents and administrative personnel assigned to perform work involving the City of Chicago contract, have passed its corporate security background checks.
- c) If Respondent proposes that major portions of the work will be performed or provided by different team members (e.g. joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for each such team member.

5.2.5.1. Company Profile Information (See Exhibit 3.)

Respondent must complete the form, per Exhibit 3.

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

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

- Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago or Cook County certified MBE/WBE firm(s), as applicable.
 - A separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture, per Exhibit 5.
 - An insurance certificate in the name of the joint venture business entity, per Exhibit 6.
- If Respondent has a prime contractor/subcontractor relationship, information regarding role, involvement, and experience is required for each subcontractor that is proposed to provide a significant portion of the work, if applicable.
- Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

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

- a) Respondent must provide at least three (3) references preferably from a municipality or government agency related to a contract of similar scope and magnitude as described in this RFP.
- b) In addition to 5.2.5.2.a above, Respondent must provide a list of customers who are currently receiving armored car services similar in scope and magnitude with respect to this RFP.
- c) Respondent must use the Company Reference/Client Profile Form included in Exhibit 4 for each such reference. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:
 - i) Client name, address, contact person name, telephone and email address.
 - ii) Description of services provided similar to the Services outlined in Exhibit 1 of this RFP.
 - iii) The date when the service was implemented.
 - iv) The location of the project.
- d) Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable).
- e) Identify services, if any, subcontracted, and to what other company.
- f) Contract term (Start and End dates or indicate if currently providing services).

- g) The total dollar value of the contract.
- h) Explain any differences from the Armored Car Services requirements set forth in this RFP, or proposed in response to this RFP, compared to the deliverables provided to any referenced cities or clients.
- i) All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.
- j) The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

5.2.5.3. Company Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the Services described in this RFP in the City of Chicago, County of Cook, and State of Illinois, for itself, its partners and its subcontractors. These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: www.cityofchicago.org/businessaffairs.

Respondent must show corporate good standing with the Secretary of State to do business in the State of Illinois.

If Respondent is not currently "doing business" in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the Proposal; however, Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of Contract.

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

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

5.2.6. Qualifications and Specialized Experience of Respondent's Individual Key Personnel and Staffing Management Plan (See Evaluation Criterion 7.2)

Respondent must confirm that all armored car agents shall be insured, armed, uniformed (will be required to wear current photo identification at all City of Chicago locations), and properly licensed armored car agents who have been trained and qualified in the use and carrying of a firearm, and who are experienced in armored car pick-up and delivery services, and who are familiar driving in the City of Chicago city limits, parking rules and regulations, and with banking facility delivery protocol, as applicable.

- a. Respondent must provide a summary of the key management-level individuals who will be dedicated to manage the City of Chicago Services described in this RFP.
- b. For each key person identified, Respondent must provide the following information:
 - i) Summary of the key personnel who will be dedicated to the Services as proposed and consistent with Management Staffing Plan per Section 5.2.6.1 below.

- ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- iii) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFP. Respondent must provide the following information:
 - 1) Title and reporting responsibility.
 - 2) Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - 3) Pertinent areas of expertise and past experience
 - 4) Base location (local facility from where each key personnel shall operate from on a day-to-day basis)
 - 5) Resumes or corporate personnel profiles which describe their overall experience and expertise.
- c. For each proposed key personnel, describe previous armored car services-related experience and provide references; including: name, address, and telephone number of contact person, and brief description of work history.
- d. In addition to resumes, Respondent must provide a detailed description of the proposed roles and responsibilities of management staff, by job title (local account manager, supervisor, executive manager, etc.). Add any other types of management support staff/personnel whom the Respondent is proposing to serve the City of Chicago Contract.
- e. If any key personnel or other individuals who will be dedicated to the Services described in this RFP shall be from a subcontractor, then provide the information of each such subcontractor with as applicable with respect to this Section 5.2.6.

5.2.6.1. Management Staffing Plan

- a) Indicate what quantities of management staff are currently on-staff and what quantities will be new hires requiring training in order to meet the City's requirements in the event the City of Chicago becomes your new client.
- b) Indicate if there will be a difference in management staffing levels between the transition period (upon initial implementation immediately after Contract award) versus the post-transition period (performing the delivery of regular Services in accordance with Exhibit 1).
- c) Provide the names and titles of the management staff who will be accountable for assuring service deliverables to the City of Chicago; the escalation tiers involved in the event of addressing problems; and the response time metrics towards resolution of a tier-1, tier-2, and tier-3 type of issue based on your definitions of each such tier (describe, by example) and approach to resolve recurring problems, if any.
- d) Describe your management's process requirements to responding to change requests made by the City, for example if a location is added or deleted; if hours of operations change; or if other some other unforeseen requirement should precipitate a change.
- e) Describe your management's process for implementing a new change which may affect the City in regards to an operational change (e.g., notifying us of a new armored car agent).
- f) Indicate if any additional back-office support staff will need to be hired in the event the City of Chicago becomes your new client. List by staff-type, job title, and role (e.g., account manager, accounts receivable manager, vehicle maintenance staff, security compliance investigators, supervisors, dispatchers, human resources to hire and train new staff.
- g) Submit a resume, describing, at minimum, their current responsibilities and credentials and a brief description of prior work history, for each proposed key personnel who shall be

committed to this engagement during the initial implementation period and the post-transition period.

- h) Provide references including: name, address, and telephone number of contact person.

The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

5.2.6.2. Armored Car Agent Staffing Plan

- a) Indicate what quantities of armored car agent staff are currently on-staff and what quantities will be new hires requiring training in order to meet the City's requirements in the event the City of Chicago becomes your new client.
- b) Respondent must indicate the proposed number of armored car agents to be assigned to each armored car vehicle, necessary to meet Exhibit 1 requirements considering the number of locations, pickups, and deliveries as described in Exhibit 1 in the event the City of Chicago becomes your new client.
- c) Indicate the quantity of back-up reserve pool of armored car agents required to supplement the full-time armored car agents (needed to cover the regular armored car agents in the event of sick-time, vacation time, termination, etc.)
- d) Describe the hiring and training programs in place, and the period of time typically required to hire and train new staff for the type of armored car agents qualified to perform Services as required by the City in accordance with Exhibit 1.
- e) Indicate if there will be a difference in armored car agent staffing levels between the transition period (upon initial implementation immediately after contract award) versus the post-transition period (performing the delivery of regular Services in accordance with Exhibit 1).

5.2.7. Proposed Solution, Gantt Chart, and Capacity to Perform Services (See Evaluation Criterion 7.3)

Respondent must provide a detailed outline and narrative describing its proposed solution in terms of how it will meet the requirements set out in Exhibit 1.

The proposed solution should describe a comprehensive and detailed implementation and management plan which outlines and explains how it plans to achieve the Armored Car Service requirements as outlined in Exhibit 1 of this RFP.

However, the City realizes that its Armored Car Service requirements as set out in the RFP may also be re-interpreted by the Respondent. If the Respondent considers an alternate solution to meeting the requirements as set out in Exhibit 1 or proposes an alternate approach or approaches for meeting the Scope of Services, such proposed alternate solutions must be thoroughly described as part of the Respondent's Proposal.

NOTE: Any variances submitted as an alternate solution that are deemed to be acceptable to the City or deemed to be advantageous to the City, shall be considered for award and be subject to negotiation. Any variances proposed by the Respondent affecting the Scope of Services in Exhibit 1 (an alternate solution) that are deemed to not be acceptable to the City and/or not advantageous to the City, shall be rejected.

5.2.7.1. Approach to Implementing Services

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

- a) Describe your firm's plan in terms of transitioning Services on day one, with respect to the incumbent vendor providing daily Services, without missing any pickup or delivery days, times, or locations, or any other requirement set out in the Scope of Services.

- b) Describe your firm's plan for how keys shall be exchanged and assigned to your armored car agents. (See Exhibit 1 Section 9 Two-Person Integrity (TPI) and Ten (10) Minute Wait-Time.)
- c) In terms of implementing professional armored car services, describe how your policies and procedures may differ, if any, considering the City of Chicago is a governmental municipality receiving Armored Car Services from your firm, versus a non-governmental entity receiving armored car services from your firm.

5.2.7.2. Gantt Chart for City of Chicago Services

Provide a timeline of major and minor tasks your firm considers as tasks that should be completed prior to the City's drafting of the Contract (pre-final Contract period); to the final Contract execution and award period as processed by the City. (Note: the City cannot provide an estimated amount of time required to process a fully executed Contract after Proposals become due. Nevertheless, from the day a Respondent is selected for Contract award (pre-award), indicate the tasks to be implemented in advance of the Contract's day-1 (the Contract's Effective Date) through the long-term Contract 5-year base term period. For example:

Pre-Award Implementation Plan

- a) Team roster introduction (names of armored car agents) and their roles
- b) Contact information exchange
- c) Identification badge recognition
- d) Armored car agent security protocols (at City sites) communicated where applicable
- e) Review transition plan with key City stakeholders
- f) City-site location – visit site and assess conditions
- g) Tracking system introduction and user training
- h) Safe-key assignment and allocation
- i) Confirm reporting process
- j) Day-1 go-live date scheduled and confirmed

Post-Award Implementation Plan

- a) Discuss issues encountered, if any, after go-live
- b) Discuss process improvement
- c) Discuss recurring meeting schedule, if deemed to be required

5.2.7.3. Capacity to Perform Services

Respondent must provide evidence demonstrating that it has the capacity, at the time of the RFP due date, to take-on and sustain the required services as described in this RFP. Such evidence shall include, but not be limited to, indicating having ownership and control of a sufficient number of working armored car vehicles, "armored car agents" (i.e., armed drivers and curriers), and appropriate support management and equipment necessary to communicate and in sufficient quantities necessary to perform the services required by the City.

- a) Describe your capacity to perform prior to Contract award and capacity to perform immediately on day-1 of the Contract's Effective Date. (See Exhibit 7, Article 1. Introduction.)
- b) Indicate if any additional armored car agents will need to be trained and hired in the event the City of Chicago becomes your new client; and if so, how many?
- c) If additional armored car agents need to be hired per (b) above, when would your administration begin the hiring process and achieve the required number of armored car agents?
- d) Indicate what would be your administration's minimum lead-time required, if applicable, to have additional armored car agents trained and immediately available to perform Services immediately on day-1 of the Contract's Effective Date?

- e) Identify what percentage of the Services will be performed utilizing your own workforce, equipment, and facilities – versus the percentage of the workforce, equipment, and facilities to be subcontracted, if applicable.

5.2.8. Dedicated (Physical) Resources – Facilities, Vehicles, and Equipment (See Evaluation Criterion 7.4)

5.2.8.1. Facilities

Describe the armored car facilities from where the Respondent shall manage its (i) administrative operations; (ii) its fleet of armored car vehicles and (iii) its armored car agents, in the event the City of Chicago becomes your new client

5.2.8.2. Vehicles

Describe the type of armored car vehicles proposed to provide services in accordance with Exhibit 1.

Note: All armored car vehicles used for armored car services provided under the Contract must meet or exceed the accepted industry standards for armored car vehicles such as being completely bullet-proof, designed to protect and ensure the wellbeing of the transported contents, and having an average Gross Vehicle Weight (GVW) of 25,000 pounds. No standard street vehicles such as non-armored automobiles, vans, or light-duty trucks shall be considered among the fleet of armored car vehicles. See “Safety Enhancing Vehicle Equipment Contracting (MCC 2-92-597) Definitions” provision in Exhibit 7, Article 5.8.

- a) Indicate if any additional armored car vehicles will need to be acquired in the event the City of Chicago becomes your new client; and if so, how many?
- b) What would be the lead-time required to have additional armored car vehicles available for service, immediately on day-1 of the Contract’s Effective Date?
- c) Describe the general management of the fleet (in terms of their routine maintenance, inspection, repair support, and replacement schedules).

5.2.8.3. Equipment

Describe what tools will be provided as part of the Service requirements to track Valuables; i.e., how will Valuables (when exchanged between City staff, armored car agents, receiver and banking staff, during pickups and deliveries, etc.) be tracked, recorded, and accounted for as a chain-of-custody system of accountability (e.g., by barcode reader equipment and hosted software managing tools for recording and archival).

- a) Indicate if any additional equipment will need to be acquired in the event the City of Chicago becomes your new client; and if so, what types and how many?
- b) What would be the lead-time required to have equipment installed and available for service, after the Contract is fully executed, if applicable?
- c) Describe the general management of the equipment.
- d) Indicate how long the chain-of-custody record is maintained for future retrieval and review, if necessary. To the extent applicable, the City of Chicago is required to comply with the (50 ILCS 205/) Local Records Act.

5.2.9. Compensation Schedule/Cost Proposal (See Evaluation Criterion 7.5)

5.2.9.1. Exhibit 2

For purposes of uniformity and ease in comparing unit prices among Respondents, Respondent must provide the compensation schedule using the live password protected Excel file in the format and with the content as provided in Exhibit 2. All restricted cells are password protected. All variable cells,

specifically the Unit Price column cells, must be populated by the Respondent. The restricted cells include a formula that will: (A) automatically multiply the variable unit price per year by the estimated quantities given in Exhibit 2 as they are input by the Respondent, and (B) calculate the sum totals per year and across all years.

The Respondent is requested to not deviate from the format outlined in Exhibit 2. Proposals that fail to provide compensation information as set out in Exhibit 2 may be rejected and may be deemed non-responsive.

Unit prices must be input for each line item and for each year of the base 5-year contract term as well as for the three 1-year extension option periods. Input the Respondent's name in the last row and cell.

A detailed description of each line item to be priced is provided in Exhibit 1 Sections 11-through-16.

5.2.9.2. Alternate Solution Exhibit 2

Because the City reserves the right to negotiate final prices, terms, and conditions with the selected Respondent(s), the Respondent may also submit an alternate compensation schedule, in addition to the above Exhibit 2. If alternate pricing must be submitted, any such alternate pricing should be submitted as a separate live searchable file and include an explanation for each variance offered.

5.2.10. Financial Statements (See Evaluation Criterion 7.6)

Respondent must provide a copy of its audited financial statements for the last three years.

Respondents that are comprised of more than one entity must include financial statements for each entity.

The City will accept a complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their Proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this Section.

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

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

5.2.11. Economic Disclosure Statement and Affidavit ("EDS") and Attachment A: Online EDS Acknowledgement (See Evaluation Criterion 7.7)

In order for the City to assess the Respondent's compliance with all laws, ordinances, and statutes, (but notwithstanding any other means for making further determinations) the Respondent shall complete an Economic Disclosure Statement and Affidavit, Attachment A: Online EDS Acknowledgement form. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 5; and Exhibit 7 Article 3.3 Compliance With All Laws.

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 two documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.

The Respondent must submit the above referenced EDS documents with its Proposal. Subcontractors, if applicable, may be asked, at the City’s discretion, to provide an EDS during the evaluation process.

5.2.12. Legal Actions (See Evaluation Criterion 7.8)

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

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

5.2.13. Insurance Requirements (See Evaluation Criterion 7.9)

Respondent should include a statement that they shall comply with the City’s insurance requirements specified in the attached Exhibit 6.

Note that prior to Contract award, the selected Respondent will be required to submit a certificate of insurance in accordance with the terms and conditions and coverages as applicable and in the coverage limits as specified per Exhibit 6.

5.2.14. Disclosure of Conflicts of Interest (See Evaluation Criterion 7.10)

The City expects that the Respondent will not have any conflicts of interests (including, but not limited to, any conflicts based on Respondent's participation in other City contracts). Therefore, Respondent should include in its Proposal a description of any actual or potential conflicts of interest.

5.2.15. Work Services Agreement (See Evaluation Criterion 7.11)

Respondents shall indicate acceptance of the City's Work Services Agreement terms and conditions template set forth in Exhibit 7, as part of the Respondent's offer.

If Respondent takes any exception to Exhibit 7, Respondent must explicitly indicate what each exception is.

All exceptions, if any, shall be evaluated and may be subject to negotiation prior to final Contract award.

Pursuant to final negotiations, the final Contract document, at time of final execution and award, shall be composed of the agreed-upon Armored Car Services Scope of Services, Compensation Schedule, Work Services Agreement terms and conditions set out in Exhibit 7, and all applicable Exhibits. The documents listed above will be a general model for the Contract. The City reserves the right to continue to modify and refine the documents during the negotiation process.

6. EVALUATING PROPOSALS

6.1. Evaluation Process

An Evaluation Committee ("EC"), which will include the representatives from the Department of Finance, the Department of Procurement Services, and representatives of other departments of the City, will review and evaluate the Proposals, as described below.

The Proposal evaluation process is organized into three progressive phases:

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

After completion of the phases, the evaluation process concludes when the EC makes its recommendation to the City Comptroller. (See Section 6.5 Selection Process.)

6.2. Phase I - Preliminary Proposal Assessment

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal.

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 5.2 Required Contents of Proposal. Proposals which include all submittal requirements requested in Section 5.2 Required Contents of Proposal, will be eligible for detailed analysis in Phase II Proposal Evaluation.

Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive.

6.3. Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Proposal meets the requirements set forth in the RFP. Phase II will include a detailed analysis of each Respondent’s Proposal. The EC will follow evaluation guidelines that prescribes the methodology for each EC member to score or rank each Respondent in accordance with the criteria set out in Section 7. Evaluation Criteria.

As part of the evaluation process, the EC may also review other information gained by checking references and by investigating the Respondent’s financial condition.

After the EC completes its review of Proposals in Phase II, it submits a recommendation to the City Comptroller of the Department of Finance to concur with one of four recommendation options:

- a) that only the short-listed Respondents (proposing an advantageous offer to the City) be invited to appear before the EC for an oral presentation and/or respond to additional questions; and/or provide a product/system demonstration to clarify in more detail information about what was submitted in Respondent’s Proposal; and/or be subject to a site visit; or
- b) that only one Respondent (proposing the most advantageous offer to the City) enter into contract negotiations, leaving the other Respondents as not-selected; or
- c) Recommend that the selected Respondents (more than one) enter into concurrent contract negotiations, leaving the other Respondents as not-selected; or
- d) Recommend that all Proposals be rejected.

6.3.1. Scope of Service Refinements

The City reserves the right, after advertisement of the RFP, to refine the Scope of Services, with appropriate notice.

Further, if, after review of the Proposals the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances and upon approval by the Chief Procurement Officer, provide the Scope of Service refinements to all Respondents and invite revised Proposals from the Respondents accordingly.

6.3.2. Additional Information

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.

6.3.3. Consulting Services

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

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

After the EC concludes its initial Phase II review, there may be questions or concerns requiring answers and clarifications not readily apparent from the submitted Proposal documents and, therefore, require the Respondents to provide more information.

Notwithstanding Section 6.3.1 Scope of Service Refinements, above, in the event such additional information is required by the EC, the EC may elect to recommend that only the short-listed Respondents be invited to appear before the EC to provide additional information about the Respondent's Proposal.

The EC may request that the Respondent physically demonstrate to the City how a proposed product or solution may work (such as the tracking system equipment used to comply with the chain-of-custody requirements).

The EC may request that the Respondent allow authorized representatives from the City to come onto the Respondent's site at the Respondent's facilities in order to assess such matters as the physical condition of the fleet of armored car vehicles, the condition of where the vehicles are parked, how they are kept secured, and the facilities of where they are maintained.

6.5. Selection Process

Following Phase II and, if applicable, following the Phase III process, the EC will deliberate before making its recommendation based on the evaluation criteria and evaluation guidelines. The EC will ultimately make its final recommendation to the City Comptroller: for the City of Chicago to begin negotiations with the Respondent proposing the most advantageous offer to the City; to conduct concurrent negotiations with more than one Respondent since more than one Respondent proposed advantageous offers to the City; to reject any or all Proposals which were deemed to be not acceptable offers for reasons given.

Upon receipt of the EC's recommendation, the City Comptroller will submit a decision (concurrence or rejection of the EC's recommendation) to the Chief Procurement Officer.

Upon receipt of the City Comptroller's recommendation, the Chief Procurement Officer shall then consider the recommendation and exercise her authority to either (A) notify the Respondent they have been selected to enter into contract negotiations or (B) reject the recommendation and offer alternate options. If (A), then the City will require the selected Respondent to participate in contract negotiations. However, in an effort to award a Contract that represents the best value to the City, as determined by the City Comptroller and the Chief Procurement Officer, the City reserves the right to enter into concurrent competitive price negotiations with one or more qualified Respondent(s).

The City 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. (See Section 8.1.) 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. The City's invitation for a selected Respondent to enter into negotiations is not a commitment by the City to award a Contract.

7. EVALUATION CRITERIA

In reference to Section 5.2. Required Contents of Proposal, the EC will review and evaluate each Respondent's Proposal in order to determine the most advantageous offer to the City, based on the evaluation criteria described in this Section, below.

Notwithstanding all other requirements, terms, conditions, and responses applicable to this RFP process, the EC shall evaluate how the Respondent proposes to meet the Scope of Services set out in Exhibit 1. Each Respondent will be evaluated on their overall Proposal towards meeting the City's Services as described in Exhibit 1, however, alternate solutions may also be considered by the EC, if the alternate solution proposed by the Respondent is considered to be the most advantageous offer and in the best interest of the City.

The EC shall also compare the pricing as given in Exhibit 2, relative to current pricing and relative to the other Respondents' proposed pricing; however the EC may also consider alternate pricing, in order to determine the most advantageous solution offered to the City.

The EC will review the Respondent's Proposal to determine its responsiveness to Section 5.2 Required Contents of Proposal with respect to the following criteria (not necessarily listed in order of importance):

7.1. Qualifications and Experience of Respondent's Corporate Structure (See Required Contents Section 5.2.5.)

The EC will review the overall organizational structure of the Respondent's organization, to see where the City of Chicago shall be based within that structure.

The EC will consider the corporate structure that supports the Respondent's operations, and will review each Proposal with respect to the following:

- a) Ability to provide the Services described in the RFP based on the Respondent's corporate experience (and its subcontractors, if any).
- b) Qualifications and any specialized experience of Respondent (and its subcontractors or other such partners ("Team members"), if applicable) on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and preferably with municipalities similar in size to the City of Chicago or other large government agencies having multiple locations requiring daily services, including weekends and holidays, and similar to the multiple number of locations set out in Exhibit 1).
- c) The Respondent is required to provide copies of all current licenses as required to conduct business as an armored car service provider in Chicago, Illinois.
- d) References, past and/or current performance of the Respondent (and Team members, if applicable) on other contracts, in terms of quality, reliability, and consistency of delivered services; responsiveness to customer's management in terms of questions, concerns, and changes; correctness of the invoiced amounts relative to the contract's actual pricing); and general customer satisfaction. (See Exhibit 4.)
- e) The EC may solicit from current and/or previous clients, including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

7.2. Qualifications and Specialized Experience of Respondent's Individual Key Personnel, and Staffing Management Plan (See Required Contents Section 5.2.6)

The EC shall evaluate the individual person who is designated by the Respondent to be the City's account manager during the initial implementation phase, and during the balance of the Contract period.

Respondent will be evaluated based on the experience and qualifications of the key individuals and commitment of those individuals assigned to manage the day-to-day operations of the City of Chicago account, the administrative back-office support staff, all in accordance with the proposed solution to meet the requirements set out in Exhibit 1.

It is preferred that the City's designated account manager assigned to manage and oversee the City of Chicago account be locally available and readily accessible to the City's operations management personnel.

The EC will evaluate how the reporting levels of escalation are structured, and the qualifications and experience of the upper management personnel assigned to whom the City's account manager shall report.

The EC will evaluate the experience and qualifications of the dispatcher assigned to manage the City of Chicago's day-to-day schedules of deliveries and pickups; and the backup coverage plan in the event of armored car agents planned as well as unplanned absences.

7.3. Quality, Comprehensiveness, and Adequacy of the Proposed Solution, Gantt Chart, and Capacity to Perform Services (See Required Contents Section 5.2.7)

The EC will review each Proposal in terms of the Respondent's understanding of the objectives of the Services and how those objectives shall be carried out during the pre-final Contract award period, to the final Contract award period, and during the day-1 through week-1 initial implementation period, and onward.

The EC shall review the Gantt Chart and determine if the various tasks and timelines associated with each task can be construed as an advantageous offer to the City of Chicago.

The EC will evaluate the quality, comprehensiveness and adequacy of the proposed initial and long-term implementation plan specific to the City of Chicago's Armored Car Service requirements, as well as any other alternate solution offered to the City concerning the Scope of Services set out in Exhibit 1.

7.4. Dedicated (Physical) Resources – Facilities, Vehicles, and Equipment (See Required Contents Section 5.2.8)

The EC will evaluate the Respondent's local facilities where its armored car vehicles and City Valuables are kept secure; the Respondent's facilities where its armored car fleet of vehicles are secured while undergoing routine maintenance; the Respondent's plans for the refresh of its aged vehicles; as well as the Respondent's proposed solution (particularly for deployment at City of Chicago locations for chain of custody tracking and accountability purposes).

7.5. Compensation Schedule/Cost Proposal (See Required Contents Section 5.2.9)

The EC will evaluate the competitiveness of the costs as proposed per the Excel file and format prescribed in the Compensation Schedule, Exhibit 2 live Excel file provided by the City. Although final pricing shall be subject to negotiation, Respondents are required to submit pricing as set out in the Excel file for the 5-year base term period, as well as the three additional contract extension option years.

If alternate pricing must be submitted, any such alternate pricing should be submitted as a separate file from the Excel file as provided in Exhibit 2.

7.6. Financial Statements (See Required Contents Section 5.2.10)

The EC will consider the financial condition of Respondent. Respondent must be considered financially stable to minimize the City's risk with respect to its performance over the duration of the Contract.

7.7. Compliance with Laws, Ordinances, and Statutes per Economic Disclosure Statement and Affidavit (“EDS”) and Attachment A: Online EDS Acknowledgement (See Required Contents Section 5.2.11)

Notwithstanding any other means for making further determinations, the EC will consider Respondent’s compliance with all laws, ordinances, and statutes governing the Contract. See Online City of Chicago EDS Instructions and Attachment A, Online EDS Acknowledgement form in Exhibit 5; and Exhibit 7 Article 3.3 Compliance With All Laws.

7.8. Legal Actions (See Required Contents Section 5.2.12)

The EC will consider the potential consequences, if any, of any legal actions 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.

7.9. Insurance Requirements (See Required Contents Section 5.2.13)

The EC will consider the response the Respondent provides describing its willingness and ability to comply with the City’s insurance requirements specified in Exhibit 6 of the RFP, despite no insurance certificates are actually required unless a Contract shall be awarded.

7.10. Disclosure of Conflict of Interest (See Required Contents Section 5.2.14)

The EC will consider any information regarding Respondent that may indicate any conflict of interest or potential conflict of interest which may 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 involving researching, consulting, advising, drafting, or reviewing content in this RFP or any services related to this RFP, such Respondent may be disqualified from further consideration.

7.11. Degree to which the Respondent Accepts the City’s Terms and Conditions (See Required Contents Section 5.2.15)

Respondent must indicate the degree to which it accepts the City’s terms and conditions, in the City’s Sample Work Services Agreement set out in Exhibit 7. A Respondent that takes material objections to the City’s terms and conditions, in the City’s Sample Work Services Agreement may be found to be non-responsive and its Proposal may be rejected.

8. ADDITIONAL DETAILS OF THE RFP PROCESS

8.1. City’s Rights to Reject Proposals

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by this RFP. (See Section 6.5.) If no Respondent is selected through this RFP process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFP, or as may otherwise be so required.

8.2. No Liability for Costs

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

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

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

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or 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.

8.4. False Statements 1-21-010

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

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

8.5. Aiding and Abetting 1-21-020

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

8.6. Enforcement 1-21-030

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

8.7. Title VI Solicitation Notice

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.8. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)

If this Contract was advertised on or after June 30, 2018, Respondent shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 9 attached hereto) that Respondent has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment.



EXHIBIT 1: SCOPE OF SERVICES

1. GENERAL

The City of Chicago requires the Contractor to provide professional armored car services which includes the managed delivery, pick-up, and secured overnight care or storage (when necessary), custody, and control of various City of Chicago valuables – “Valuables” include, but are not limited to, United States paper currency and coin currency, bank checks (made for various payments made to the City of Chicago), as well as other payment-transaction-related City of Chicago non-cash documents such as Taste of Chicago special event tickets.

The Contractor shall be fully responsible and liable for all Valuables once picked up from the City by the Contractor’s armored car agent, until those Valuables are delivered by the armored car agent to the authorized recipient or banking partner organization identified by the City

All of the City’s cashiering personnel who process paper checks with respect to this Specification, are required to scan (i.e., create an electric image of record) of all bank checks before such checks are picked-up by the Contractor. It is the City’s intent to store, archive and make retrievable all such scanned checks in order for the City to recreate such checks, whenever necessary. Failure by the City to undertake the activities described in this paragraph shall not constitute an event of default under this Contract.

The Contractor shall make scheduled pick-up services at the various City Department locations at the scheduled times as listed herein and scheduled deliveries and bank deposits as described herein. There are various Departments that participate under this Contract – all pick up locations are located within the City of Chicago city limits. (Also see Exhibit 10 Armored Car Addresses plus Zip Code list.)

Most of the locations requiring service are managed and operated by Department of Finance (DOF). Some locations are managed and operated for the benefit of other participating Departments such as at the following:

- Chicago Department of Streets and Sanitation (DSS) (auto pounds);
- Chicago Department of Transportation (CDOT) (City Hall);
- Chicago Department of Buildings – Construction and Permits Division (City Hall);
- Chicago Police Department (CPD) Headquarters;
- Chicago Department of Aviation (CDA) (O’Hare Airport’s auto pound, and Midway Airport’s MPEA cab stand);
- Department of Business Affairs and Consumer Protection (BACP) (has two (2) locations: City Hall, and 2350 West Ogden Avenue).

For purposes of this Specification, therefore, the Department of Finance will be invoiced for armored car services at the locations identified above.

Also, there are currently two other City Departments that participate under this Contract which may or may not be managed by the Department of Finance, and shall therefore be invoiced and pay for armored car services separately as applicable, namely the:

- Chicago Department of Cultural Affairs and Special Events (DCASE)
- Office of the City Clerk (OCC)

2. CONTRACTOR REQUIREMENTS

2.1. Personnel

The Contractor will provide insured, armed, uniformed, properly licensed armored car agents (armed drivers and couriers) who have been trained and qualified in the use and carrying of a firearm, are experienced in armored car pick-up and delivery services, have passed security background checks, and are familiar driving in the City of Chicago city limits, parking rules and regulations, and with banking facility delivery protocol.

All armored car agents must display current photo identification at all City of Chicago locations.

2.2. Armored Vehicle Fleet and Equipment

All armored car vehicles used for armored car services provided under the Contract must be properly “armored,” i.e., maintained and equipped for the service to be performed thereby meeting the accepted industry standards for armored car vehicles such as being completely bullet-proof, designed to protect and ensure the well-being of the transported contents, and having an average Gross Vehicle Weight (GVW) of 25,000 pounds shall be provided during the term of the contract. No standard street vehicles such as non-armored automobiles, vans, or light-duty trucks will be included among the fleet of armored car vehicles.

Contractor must provide operating two-way communication equipment for the use by its armored car agents.

2.3. Tracking System

The Contractor must provide and maintain a tracking system solution at no separate cost to the City for deployment at City of Chicago locations required by the authorized representative of DOF. The tracking system must be perform reliably and provide a secure chain-of-custody tracking and accountability record.

3. TYPES OF VALUABLES TO BE PICKED-UP, HELD, AND DELIVERED

Unless otherwise specified, the following Valuable types will be picked-up at City of Chicago locations and delivered to the designated depositories:

Non-encoded checks: checks received by the City for payment to be deposited for processing by a City designated depository.

Paper currency and coin currency (cash): currency received by the City for payment to be deposited for processing by a City designated depository.

Non-cash documents: may include, for example: Special Event tickets, deposit slips, cashier reports, other payment transaction records, and other related City documents

The Contractor must not open any of the City banking bags or packaging of Valuables while in the Contractor’s possession.

The Contractor is responsible for delivering Valuables entrusted to it, to a City designated depository or other City-identified location as described herein, and shall be responsible for any losses.

3.1. Banking Bags

The City shall provide its own supply of banking bags that meet federal guidelines for banking institutions. When required, the City shall place all Valuables into banking bags and seal all banking bags with the delivery destination for each bag marked by City personnel.

4. DIESEL FUEL SURCHARGE ALLOWANCE

The City of Chicago will permit the Contractor to charge a diesel fuel surcharge for any month whenever the diesel fuel cost per gallon is fifty-cents greater than a \$3.50 per gallon threshold. The diesel fuel surcharge is herein defined as a rate equal to 1.75% of the then current “Unit Price per UOM Year ‘X’”. The Contractor must NOT add the 1.75% to the Unit Price per UOM Year ‘X’

applicable for a given month. The Contractor must bill the total diesel fuel surcharge total as one separate line item on each applicable month's invoice.

The "month ago average diesel fuel cost" for a given month shall be determined by looking at the AAA's Gas Prices website for the state of Illinois, published at: <http://gasprices.aaa.com/>; then clicking on the state of Illinois. Since the AAA Fuelguagereport.com website is currently updated on a daily basis, the "current average" changes on a daily basis.

Therefore, in order to determine the current average price for any given month, the Contractor must provide a printout of the "month ago" price for diesel fuel per gallon listed for Illinois as published from the AAA Gas Prices website (or a City-approved equivalent if the AAA Gas Prices website information is not available). A copy of the printout must accompany each invoice for which a Diesel Fuel Surcharge for a given month is billed.

Additional diesel fuel surcharges in 1.75% increments may apply for each fifty-cent increment change (increase) in the month ago average of diesel fuel cost, for any subsequent month. A maximum of four surcharge increases (a maximum total of 7%) may be in effect at any time during the Contract period.

The 1.75% diesel fuel surcharge may continue to apply to unit prices for each month's billing, provided that the "month ago average diesel fuel cost" was sustained above the fifty-cent increment during the billed month.

Table 1 Fuel Price Surcharge

Day 1 Prior Month	Day 1 Current Month	Surcharge Rate Change
Less than \$3.50	-	Zero %
Greater than \$3.50	Greater than or equal to \$4.00 but Less than \$4.50	1.75 %
	Greater than or equal to \$4.50 but Less than \$5.00	3.50 %
	Greater than or equal to \$5.00 but Less than \$5.50	5.25 %
	Greater than or equal to \$5.50 but Less than \$6.00	7.00 % MAX

EXAMPLE Scenario of When a Fuel Surcharge Applies:

- i) Assume the monthly Unit Price for three different armored car pick-up sites (call them "A," "B," and "C") are each \$1,000 per month per site for a monthly total of \$3,000 and the Contract starts in January.
- ii) Services are rendered in January for sites A, B, and C and are billed in February.
- iii) To determine the average diesel fuel cost per gallon for January, the AAA Gas Prices online report is consulted.
- iv) The January "month ago" price for diesel fuel per gallon listed for Illinois is published in February and indicates the per gallon price to be less than \$4.00, so no diesel fuel surcharge may be applied to the January bill.
- v) Services are rendered in February for sites A, B, and C and are billed in March.
- vi) To determine the average diesel fuel cost per gallon for February, the AAA Gas Prices online report is consulted.
- vii) The February "month ago" price for diesel fuel per gallon listed for Illinois is \$4.00 per gallon (fifty-cents greater than the \$3.50 threshold).
- viii) February's armored car transports qualifies for a surcharge rate of 1.75% to be added to the February bill.

- ix) The surcharge amount is **billed as a separate line item**: $\$3,000 \times 1.75\% = \52.50 .
- x) The Contractor attaches a printout of the AAA Gas Prices online report showing the month ago diesel fuel price per gallon applicable in February for Illinois,
- xi) The monthly invoice for February services reflects a separate line item for the diesel fuel surcharge total in the amount of \$52.50 for the fuel increase incurred in February;
- xii) Sites A, B, and C do not reflect any surcharged amount, but are billed at the regular monthly rate of \$1,000 each.
- xiii) Services are rendered in March for sites A, B, and C and are billed in April.
- xiv) To determine the average diesel fuel cost per gallon for April, the AAA Gas Prices online report is consulted.
- xv) The March “month ago” price for diesel fuel per gallon listed for Illinois is \$3.00 per gallon. (It has dropped below the \$3.50 threshold.)
- xvi) March’s armored car transports does not qualify for a surcharge rate of 1.75% to be added to the March bill.
- xvii) The surcharge amount is not billed as a separate line item because $\$3,000 \times 0\% = \0.00 .
- xviii) Subsequent months may or may not be charged a fuel surcharge adjustment, in accordance with Table 1 above.

5. FREQUENCY OF SERVICE

NOTE: Currently, the City requires one of its locations to be in operation six days per week (Mondays through Saturdays), and five of its locations to be in operation seven days per week (Mondays through Sundays). Whereas the City has traditionally required armored car service providers to perform pickup services at these locations for each day of its normal operations, six and seven days respectively, pursuant to this RFP the City will consider alternative service approaches and alternative frequencies from the requirements as described in Exhibit 1, provided such alternatives are described in the Respondent’s Proposal offer.

Respondent may provide any additional costs or other such pricing considerations typical for this industry upon submittal of its Proposal, even though such consideration may not be described in Exhibit 1, or such additional costs may not be reflected in the live Excel file of Exhibit 2 Compensation Schedule/Cost Proposal.

Respondent is required, therefore, to provide a description for each alternate service approach and each additional cost as applicable, along with an explanation justifying the purpose of the additional cost.

Unless otherwise specified, the “Frequency of Service” (i.e., the pick-up frequency and delivery of non-encoded checks, paper currency and coin currency, and non-cash documents, as described for each Department’s service location), shall have the following meanings as applicable:

“**Monday through Friday**” excludes any day that is a City of Chicago designated Holiday.

“**Next banking day**” means that the Valuables picked-up on one day are held-over by the Contractor in a Contractor-designated secure location until the next day that the City’s designated depository is open to accept the City’s delivery.

For example: if Valuables are picked-up on a Monday and are to be delivered the next banking day, and the City’s designated depository is open on Tuesday and can accept the City’s delivery, then the Contractor must deposit the deliverables on that Tuesday.

If the City’s designated depository is open on Tuesday but cannot accept the City’s delivery at no fault of the Contractor, until the following Wednesday, the next banking day, then the Contractor must secure the Valuables in a secure location designated by the Contractor and be delivered the next banking day, in this example, on Wednesday. Contractor must provide an explanation of non-

delivery to the authorized representative of DOF on the day of non-delivery, in this example, Tuesday.

If Valuables are picked-up on a Saturday and are to be delivered the next banking day, and the City's designated depository cannot accept the City's delivery until the following Tuesday because the bank is closed on Sunday and Monday is a banking holiday, then Tuesday would be the next banking day and the Contractor must also provide an explanation to the authorized representative of DOF on that following Tuesday.

"Next business day" means that the Valuables (if the Valuables are non-cash documents) picked-up on one day are held-over by the Contractor in a Contractor-designated secure location until the next day that the City-identified location is open to accept the City's delivery.

"Once per week" means that the Valuables are picked-up and delivered on one designated calendar pick up day one time per week.

"7-days per week" means every calendar day of the year, unless specific days within the year are otherwise exempt as specified for a specific pick-up location.

6. DESIGNATED DEPOSITORY BANKS AND OTHER DELIVER-TO (DROP-OFF) DESTINATIONS

Except for the DCASE requirements (see Section 4.9), there are currently four (4) destinations that Valuables shall be delivered to (dropped-off at) after they have been picked up by the Contractor.

The two main deliver-to (drop-off) destinations, (1) and (2) below, are the City of Chicago designated depository locations that process the City's cash and/or checks for deposit into City of Chicago approved treasury accounts. The City of Chicago designated depository bank locations are subject to change, but are currently at the following addresses:

- BMO Harris Vault, 2500 South 25th Ave., Broadview, IL 60155-3857
- JP Morgan Chase, Commercial Cash Services, 10 South Dearborn St., Chicago, IL 60603-2318 (NOTE: Currently this JP Morgan Chase bank has a 6:00 PM deadline for the acceptance of deposits.)

The other deliver-to (drop-off) destination below, is currently at the following address:

- The Department of Finance's Reconciliation Unit at 333 South State Street, DePaul Center Room 320, Chicago, IL 60604 is not a designated depository bank, but this site does receive non-cash documents that the Contractor has picked-up the previous business day from other Department of Finance sites, as specified.

7. COURTESY SERVICE – COIN AND PAPER CURRENCY CHANGE REQUEST FOR CASHIERS

Contractor will make pickups and deliveries, as part of performing defined Services. During the performance of those Services, Contractor is to provide Courtesy Change Request Service ("Courtesy Service") by transporting and delivering coin and currency change packaged by the City's banking partners the next day and brought back to the City's pick-up locations. Courtesy Service instances shall apply only at DOF locations and shall be provided without a separate charge to the City.

Courtesy Change Request Service ("Courtesy Service") instances shall apply only at DOF locations. Furthermore, the Contractor shall provide Courtesy Service at no separate charge to the City. Courtesy Services can be requested to occur up to two times per week for any or all DOF locations (except at the DePaul – Reconciliation Unit DOF location). All DOF locations listed in Section 11

requiring Courtesy Services shall indicate “**Provide Courtesy Change Request Service as required up to two times per week**”.

The frequency of Courtesy Service requests may vary, however Courtesy Service requests shall not exceed two times per week for any DOF location. No Courtesy Service shall be required for DCASE, or the Office of the City Clerk locations.

8. TRANSACTION HISTORY REPORTS

The Contractor must provide immediate notice and a brief description to the authorized representative of the City in the event there is any problem or instance of a missed pick-up or delivery.

Additionally, the Contractor must provide an electronic pick-up and delivery (“transaction”) history report upon request from a Department, at no separate charge to the City.

Each transaction history report must be provided within two (2) business days from request, for the specified reporting period as requested.

Each transaction history report must, at minimum, detail the chain of custody of City’s Valuables, indicate the Contractor’s personnel performing the armored car services, the time, dates, types of Valuables involved, quantity of bags and envelopes involved, and comments for each instance when a pick-up or delivery, or both, were not completed in accordance with the Specification.

In the event of a discrepancy between a City Department’s records and the Contractor’s tracking history, the Contractor will have fifteen (15) calendar days to provide the City Department with supporting documentation to resolve the discrepancy.

9. PERFORMANCE CREDIT FOR PICK-UP OR DELIVERY FAILURE

Notwithstanding any other remedy that the City may pursue in accordance with law, in the event that the Contractor cannot or does not make a pick-up or delivery of Valuables at the scheduled time and place, after the cause for the missed pick-up or delivery is verified to have been reasonably avoidable, liquidated damages shall be assessed (a “performance credit”) to the affected City Department and enable that Department to offset the next available month’s bill in the amount of one hundred dollars (\$100) per each instance of a missed pick-up, or a missed delivery, or both.

Furthermore, the Contractor is required to immediately report to the Department’s authorized representative describing the service failure incident and the cause of the failure, etc.

Nothing contained in this Section is to be construed as limiting the right of the City to recover from Contractor all amounts due or to become due, and all costs and expenses sustained by the City for improper performance under the Contract, repudiation of the Contract, failure to begin work on the date of commencement, or failure to perform the work with adequate forces, equipment, or materials or other resources, or breaches in any other respect. The City’s election to assess a performance credit will not bar it from exercising any remedy to which it is entitled under law or Contract.

10. TWO-PERSON INTEGRITY (TPI) AND TEN (10) MINUTE WAIT-TIME

The Contractor shall provide Two-Person Integrity (TPI) at no additional charge to the City, at DOF locations described in Section 4.6 Department of Finance Requirements which indicate the following requirement: “**Two-Person Integrity (TPI)**”. Currently, there are five (5) DOF locations that require two separately kept keys to unlock the safe. Four of the locations are Auto Pounds; the fifth is at Midway Airport’s MPEA Cab Stand.

The first key is under the possession and control of an authorized representative of DOF (cashier), while the second key shall be provided to the Contractor by the City upon Contract award and be kept

under the possession and control of the Contractor (armored car agents designated for particular TPI locations). At no time, therefore, shall any one person have in his or her possession both of the two separate keys required to unlock such safes.

10.1. TPI Process:

Upon arrival by the Contractor for pick-up at locations requiring TPI, the Contractor must provide the second key required for such locations and unlock the safe along with the City's cashier.

In addition, after the safe has been unlocked, the Contractor must wait up to ten (10) minutes in order to provide that time for the cashier to account for the contents to be counted before being taken by the Contractor. (Typically, the cashier will summarize the total dollar figures indicated on each of the pre-bagged bundles into a single deposit amount each for cash and checks.)

In the event a cashier is not able to fully prepare and provide any bundles to the Contractor within the ten (10) minute waiting period, the Contractor shall note the date, time, and location of the instance, along with any other relevant information, and may leave without taking any bundles and charge the City in accordance with the normal Contract pricing.

Upon Contract termination, the Contractor must surrender all keys immediately, to the authorized representative of DOF.

If the Contractor loses a key or damages a key beyond repair, then any cost incurred by the City to replace or repair the key or to open the safe by other means shall be borne by the Contractor.

If the City elects to replace the lock keyway due to the loss of a key by the Contractor, then all such costs to replace the keyway and new set of keys shall be borne by the Contractor.

10.2. Ten Minute Wait Time:

It is the City's intent to have all Valuables pre-packaged and immediately available for the Contractor to pick up from each location. However, due to staffing or other constraints a cashier may need to complete an in-process payment transaction prior to assisting the Contractor. At all locations the Contractor's armored car agents must wait up to ten (10) minutes in order to provide that time for the City's authorized staff to account for the contents to be counted before being taken by the Contractor.

NOTE: The Contractor shall not be required to wait more than ten minutes in total in the event both Sections, 10.1 and 10.2 above apply at any one location.

11. DEPARTMENT OF FINANCE REQUIREMENTS (LINES 1-15)

The following is a list of 15 Department of Finance Locations which require armored car services as described.

11.1. Department of Finance location name: City Hall – Room 107-A Department of Finance Payment Center (Line 1)

Address: 121 North LaSalle Street – Room 107-A

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope bag of non-cash documents.

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.2. Department of Finance location name: City Hall – Room 900 Department of Buildings Payment Site Construction and Permits. Room 900 also serves as the pick-up location for the Chicago Department of Transportation (CDOT) (Line 2)

Address: 121 N. LaSalle Street – Room 900

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope bag of non-cash documents.

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.3. Department of Finance location name: Superior Street Department of Finance Payment Center (Line 3)

Address: 400 West Superior Street

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Saturday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.4. Department of Finance location name: 95th Street Department of Finance Payment Center (Line 4)

Address: 2006 East 95th Street

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.5. Department of Finance location name: Department of Finance Pulaski Payment Center (Line 5)

Address: 4445 North Pulaski Rd.

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

**11.6. Department of Finance location name: Department of Finance Kedzie
Payment Center (Line 6)**

Address: 4770 South Kedzie Avenue

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

**11.7. Department of Finance location name: Midway Airport - MPEA Cab Stand
(Line 7)**

Address: 5600 South Kilpatrick Avenue

Pick-up time: (TPI) any time between 8:30 AM to 4:00 PM

Pick-up Frequency: 7-days per week except Easter, Thanksgiving, and Christmas day.

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.8. Department of Finance location name: DePaul – Reconciliation Unit (Line 8)

This site receives non-cash documents that Contractor picked-up the previous business day from the other Department of Finance sites as specified. The Reconciliation Unit processes these non-cash documents

Address: 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604

Drop-off Frequency: Monday through Friday

Drop-off time: Any time between 8:00 AM to 4:00 PM

Type of Valuables (generally): Envelopes or bags of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency (cash): Not Applicable

Deliver non-cash documents: Not Applicable

**11.9. Department of Finance location name: Central Auto Pound #1 Department
of Streets and Sanitation (Line 9)**

Address: 400 East Wacker Drive

Pick-up time: (TPI) any time between 8:30 AM to 4:00 PM

Pick-up Frequency: 7-days per week except Easter, Thanksgiving, and Christmas day.

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.10. Department of Finance location name: Doty Auto Pound - #2 Department of Streets and Sanitation (Line 10)

Address: 10301 South Doty Road

Pick-up time: (TPI) any time between 8:30 AM to 4:00 PM

Pick-up Frequency: 7-days per week except Easter, Thanksgiving, and Christmas day.

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents.

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.11. Department of Finance location name: Sacramento Auto Pound #6 Department of Streets and Sanitation (Line 11)

Address: 701 North Sacramento Avenue

Pick-up time: (TPI) any time between 8:30 AM to 4:00 PM

Pick-up Frequency: 7-days per week except Easter, Thanksgiving, and Christmas day.

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.12. Department of Finance location name: O'Hare Auto Pound Department of Streets and Sanitation (Line 12)

Address: Bessie Coleman Drive – Remote Lot G

Pick-up time: (TPI) any time between 8:30 AM to 4:00 PM

Pick-up Frequency: 7-days per week except Easter, Thanksgiving, and Christmas day.

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope or bag of non-cash documents

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Next business day 8:00 AM – 4:00 PM to Department of Finance's Reconciliation Unit at 333 S. State Street, DePaul Center Room 320, Chicago, IL 60604.

Provide Courtesy Change Request Service as required up to two times per week.

11.13. Department of Finance location name: Chicago Police Department Headquarters – Finance Unit (Line 13)

Address: 3510 South Michigan Ave

Pick-up time: any time between 9:00 AM to 3:00 PM; preferably in the AM.

Pick-up Frequency: Once per week – each Friday

Type of Valuables (generally): 1 large bag of checks; and 1 large bag of cash.

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Not applicable

Special Access Requirements: None. There are no additional security restrictions for the armored service agents. The armored vehicle is permitted to park on Michigan Ave. The pick-up location is several feet before the building entrance security desk.

BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Provide Courtesy Change Request Service as required up to two times per week.

11.14. Department of Finance location name: Department of Business Affairs and Consumer Protection, City Hall – Room 800 (Line 14)

Address: 121 N. LaSalle Street – Room 800

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; 1 envelope bag of non-cash documents.

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Not applicable

Provide Courtesy Change Request Service as required up to two times per week.

11.15. Department of Finance location name: Department of Business Affairs and Consumer Protection, Public Vehicles – Ogden Avenue (Line 15)

Address: 2350 West Ogden Avenue – 1st Floor

Pick-up time: any time between 8:30 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; and 1 large bag of cash.

Deliver Non-encoded checks, Paper currency and coin currency: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave, Broadview IL 60155.

Deliver non-cash documents: Not applicable

Provide Courtesy Change Request Service as required up to two times per week.

12. NON-ROUTINE ON-ROUTE PICK-UP, HOLD, AND DELIVERY REQUEST (LINE 16)

In the event an **extra pick-up day with next banking day delivery** should be required at any existing site indicated under this Contract, then each such extra pick-up and delivery may be charged on a per “Each” basis and billed to the requesting Department.

For example: if a Department routinely requires pick-ups on Mondays through Friday, or Friday only, but requests that another/extra pick-up be made on a day other than routinely scheduled (a non-routine pick-up day but at a routine pick-up site, during the regular pick-up time, and types of Valuables), then: (a) the Using Department shall have first provided a written notice to the Contractor at least 24-hours prior to the day the extra pick-up is required, and (b) the Contractor must perform the extra pick-up service on the required day during the regular pick-up time and deliver the Valuables the next banking day to the designated depository, and (c) the Contractor may charge the Using Department for this occurrence based on the Contract Unit Price set forth for this service.

13. DEDICATED-TRUCK SPECIAL LOCATION SERVICE REQUEST (LINE 17)

During the term of the Contract, a City Department may require the Contractor to provide a non-routine, off-route, dedicated truck (where “**dedicated truck**” means armored car services provided by the Contractor exclusively for a City Department’s pick-up, hold, and delivery service requirements during the day and hours scheduled). These instances may include evening hours, weekends, or Holidays.

The City Department shall provide the Contractor with a minimum of forty-eight (48) hour prior written notice and phone-call-confirmation describing the necessary details – time, location, etc. The dedicated truck pick-up service shall be provided at any City Department location that may or may not already be an existing site indicated under this Contract but shall be anywhere within the City of Chicago city limits.

Delivery of the Valuables will be on the **next banking day** (or next business day, if the Valuables are non-cash and are to be delivered to a City Department location within the City of Chicago city limits).

The dedicated truck service occasions will be billed to the City Department at an hourly-rate, with a 2-hour minimum charge per occasion.

14. DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS (DCASE) FESTIVAL SERVICES

The Contractor shall provide services for annual City of Chicago festival events as required, and one weekly operation site throughout the year:

Currently, the Taste of Chicago annual event (operates for five (5) days and requires daily service).

Currently, the New Maxwell Street Market (operates three (3) days per week, 52 weeks per year; requires one pick-up per week).

For the DCASE annual festival event, an authorized representative from DCASE will contact the Contractor approximately one (1) to two (2) weeks prior to the scheduled event with dates and times and any special instructions pertaining to the pick-up and delivery of food festival tickets, cash and check deposits, and cash receipts, as described in the Sections to follow.

Annual festival event dates are provided on the City's website when available, but such dates should be considered tentative and subject to change by the City, until final confirmation is made.

Note: for the purposes of this contract, a multi-day annual festival event will be considered to be a single event for each year. As reflected on the Compensation Schedule therefore, **propose a single price for the whole multi-day event.**

14.1. The Taste of Chicago Grant Park (Line 18)

For the Taste of Chicago event, the authorized representative from DCASE will contact the Contractor no less than 24 hours in advance of when a cash bank (approximately \$1,000,000) will need to be picked-up from JP Morgan Chase, Commercial Cash Services, 10 South Dearborn, Chicago, IL 60603, to be stored by the Contractor in a secured location at no charge to the City until the cash bank is delivered to a location in Grant Park as designated by the City. The Contractor must deliver the cash bank and Taste of Chicago food tickets (approximately 100 cartons) (also see 4.9.5 Initial Food Ticket Delivery) in the morning between 8:30 AM and 9:00 AM, unless as may otherwise be agreed upon.

The Contractor must pick-up cash receipts from the day's sales at the DCASE cash management trailer between 9:30 PM and 10:30 PM for subsequent deposit on the next banking day at JP Morgan Chase, Commercial Cash Services, 10 South Dearborn, unless as may otherwise be agreed upon.

Also, in addition to picking up the cash receipts, the Contractor must deliver an additional supply of Taste of Chicago Food tickets to the City, if the Contractor was directed to do so by the City from the night before (giving the Contractor no less than a 24-hour advance notice).

On the final pick-up for the Taste of Chicago, the Contractor and authorized representative from the City shall arrange for the Contractor to pick-up any remaining tickets for storage by the Contractor while a final inventory of tickets is conducted. (See Section 14.4 DCASE Festival Food Ticket Delivery and Storage Charges.)

14.2. Maxwell Street Market (Line 19)

Unlike the short-term festival event locations described above, this DCASE location currently operates 52 weeks a year where, among other services, this location accepts license and permit fees for DCASE.

Armored car services for Maxwell Street Market are based on the requirements listed below:

Department of Cultural Affairs and Special Events location name: The New Maxwell Street Market
Address: 800 South Des Plaines Ave.

Pick-up time: any time between 10:30 AM to 4:00 PM

Pick-up Frequency: Fridays only

Type of Valuables (generally): 1 small bag of checks.

Deliver Non-encoded checks by: Next banking day between 7:00 AM and 11:00 AM to BMO Harris Vault, 2500 South 25th Ave., Broadview IL 60155

Deliver Paper currency and coin currency (cash): Not Applicable

Deliver non-cash documents: Not applicable

14.3. Additional Nighttime Pick-Up and Delivery for DCASE Events (Line 20)

In the event that the authorized representative from DCASE requires an additional pick-up during the evening/night of an annual event and requires delivery to be made the next banking day to JP Morgan Chase, Commercial Cash Services, 10 South Dearborn – in addition to the regularly scheduled pick-up and delivery times as indicated above – then the Contractor shall provide the additional service (pick-up and delivery considered as one service) per each occurrence at the Additional Pick-Up and Delivery for DCASE unit price.

14.4. DCASE Festival Food Tickets

DCASE will have food tickets printed by a third-party printer for use at the Taste of Chicago event. (See Section 13.6.1 Initial Food Ticket Delivery.)

DCASE uses two types of food tickets:

- Generic Food Tickets - which are printed for general use, typically for the Blues DCASE event, but if necessary, can also be used to supplement the Taste of Chicago food tickets; and
- Specific Event Food Tickets - which are printed specifically for the Taste of Chicago DCASE event.

14.5. Generic Food Tickets

It is estimated that there will be a total of approximately one hundred fifteen (115) cartons of the generic food tickets produced each year. Each carton is estimated to weigh no more than forty (40) pounds.

In addition, DCASE will have an extra set of tickets delivered to the Contractor (approximately 60 cartons), which DCASE may use as additional tickets for one or more of its other festivals, if needed. The Contractor will be required to store generic food tickets in the Contractor's secured location for approximately one (1) year or more.

14.6. Specific Event Food Tickets

It is estimated that there will be a total of approximately six hundred (600) cartons of the specific event food tickets. Each carton is estimated to weigh no more than forty (40) pounds. Typically, although not necessarily, any remaining specific food tickets are shredded. (See Section 14.6.3. Shredding of Unused DCASE Festival Food Tickets.)

Upon Contract termination or upon other notification from the City as may be required, the Contractor and authorized representative from the City shall coordinate the scheduled delivery of all food tickets

held in storage by the Contractor to a City designated location. (See Section 14.6.2 DCASE Ticket Security and Storage Charges (Line 21 and 22)).

14.6.1. Initial Food Ticket Delivery

The initial shipment of food ticket delivery will be shipped by the DCASE printer to the Contractor's designated facility, approximately thirty (30) calendar days prior to the start of a festival (the "initial delivery"). The authorized representative from DCASE will contact the Contractor about a week in advance of when the Contractor can expect to receive the initial delivery of event tickets. This initial delivery will be coordinated by the City between the DCASE printer and Contractor.

Upon receipt of the initial delivery of food tickets from the DCASE printer, the Contractor shall provide appropriate resources to assist with the unloading of the food tickets from the printer's delivery truck, and then store the food tickets in the Contractor's secured location until such time the City requests delivery of food event tickets to an event site.

The requirement for the Contractor to store food tickets (after the initial delivery of food tickets made by the DCASE printer to the Contractor's site) during the first thirty (30) days prior to an event shall be at no charge to the City.

After the initial thirty (30) days of storage, and upon advanced notice from the City (no less than 24 hours advance notice), the Contractor shall deliver the specified number of food tickets to the City's designated event site as required by the City.

14.6.2. DCASE Ticket Security and Storage Charges (Line 21 and 22)

After an event has ended there may be unused food tickets which DCASE may determine should be kept in secured storage by the Contractor.

Storage charges for cartons of any unused food tickets shall begin when the number of remaining cartons of tickets are picked up by the Contractor (as requested by the authorized representative from DCASE) and are stored at the Contractor's facility beginning on the date of pick up.

The Contractor may charge a monthly storage fee based on either one of two tiers of rates:

- up to 100 cartons of tickets, one charge per month for 1-100 cartons or:
- up to 200 cartons of tickets, one charge per month for 101-200 cartons.

14.6.3. Shredding of Unused DCASE Festival Food Tickets

Following the final inventory of a Festival event's food tickets, the authorized representative from DCASE may request the Contractor to destroy the remaining Festival's food tickets. Such authorization shall be made in writing to the Contractor.

The Contractor must execute its fiduciary responsibility to destroy, by shredding, all such food tickets as requested, **at no additional cost to the City**, and provide a statement affirming, or certifying, that all such tickets were destroyed, where, and on what date(s).

The frequency of shredding service requests may vary, however, on average, the expectation is to require one (1) request per Festival event, and up to ten (10) cartons of Festival event food tickets may require destruction and disposal.

15. OFFICE OF THE CITY CLERK REQUIREMENTS (LINES 23-25)

Currently, the Office of the City Clerk has three locations which require armored car pick-up and delivery services on a daily basis, as described below.

15.1. Office of the City Clerk location name: City Clerk's Office – City Hall – Room 107 (Line 23)

Address: 121 North LaSalle Street – Room 107, Chicago, IL 60602

Pick-up time: any time between 9:00 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag containing: a smaller bag of checks and a smaller bag of cash.

Deliver Non-encoded checks by: Next banking day to JP Morgan Chase Bank, N.A. 10 South Dearborn Street, Chicago, Illinois 60603-2003

Deliver Paper currency and coin currency (cash): Next banking day to JP Morgan Chase Bank, N.A. 10 South Dearborn Street, Chicago, Illinois 60603-2003

Deliver non-cash documents: Not Applicable.

15.2. Office of the City Clerk location name: Gale Street (Line 24)

Address: 5430 W. Gale Street, Chicago, IL 60630

Pick-up time: any time between 9:00 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; and 1 bag of non-cash documents.

Deliver Non-encoded checks by: Next banking day to JP Morgan Chase Bank, N.A. 10 South Dearborn Street, Chicago, Illinois 60603-2003

Deliver non-cash documents: Next Business Day to Office of the City Clerk - 121 North LaSalle Street – Room 107, Chicago, IL 60602.

15.3. Office of the City Clerk location name: Archer Avenue (Line 25)

Address: 5674 S. Archer Ave. – Suite A, Chicago, IL 60638

Pick-up time: any time between 9:00 AM to 4:00 PM

Pick-up Frequency: Monday through Friday

Type of Valuables (generally): 1 large bag of checks; 1 large bag of cash; and 1 bag of non-cash documents.

Deliver Non-encoded checks by: Next banking day to JP Morgan Chase Bank

Deliver Paper currency and coin currency (cash): Next banking day to JP Morgan Chase Bank

Deliver non-cash documents: Next Business Day to City Clerk's Office - 121 North LaSalle Street – Room 107, Chicago, IL 60602.

16. ADDING A NEW UNSPECIFIED LOCATION REQUIRING SERVICE

The City may be required to add a new location or delete a location during the term of the Contract. In the event a new location or service is added into the Contract, the unit price in effect for that new line item and for each Contract year thereafter as applicable, shall prevail in accordance with the written price proposal for the addition of the services and unit pricing and as approved by the Chief Procurement Officer.

In the event a new location for services is required meeting the "type" as described in Exhibit 1, Section 16.1. (Line 26) or Section 16.2 (Line 27) below, then such new location may be added into the Contract at the unit prices as set forth on the Compensation Schedule and thereby not require an amendment. Also see Exhibit 7 Section 4.1.3 Unspecified Services.

16.1. New Unspecified Location Requiring Specified Services, Monday through Friday (Line 26)

In the event any City of Chicago Department requires Armored Car Services in accordance with the Scope of this Specification, then the new location may be added into the Contract at the unit price as set forth on Line Item 26 of the Compensation Schedule, without requiring the execution of a Contract modification, provided the following conditions are met, as follows:

1. Written notification is given by the authorized representative of the Chicago Department to the Contractor within 30-days from when the new location requires service to begin.
2. The new location is located within the City of Chicago city limits.
3. All service requirements conform with the following specifications:
 - a. Address: to be determined
 - b. Pick-up time between: 8:30 A.M. – 4:00 P.M.
 - c. Pick-up frequency: Monday through Friday
 - d. Type of Valuables (generally): 1 bag of bundled checks and 1 bag of bundled cash.
 - e. Deliver Non-encoded checks, paper currency and coin currency: Next banking day to BMO Harris Vault, 2500 South 25th Ave, Broadview, IL 60155.
 - f. Deliver non-cash documents: Next business day 8:00 A.M. – 4:00 P.M. to Department of Finance's Reconciliation Unit at 333 South State St., De Paul Center Room 320, Chicago, IL 60604.
4. The Contractor shall provide the authorized representatives of the Department of Procurement Services and the requesting Department (along with a copy to the authorized representative of DOF), with written confirmation of the location, start-date, and unit price per month.
5. The Contractor shall invoice the using Department indicating the location's address as required.

16.2. New Unspecified Location, Sunday through Saturday (Line 27)

In the event any City of Chicago Department requires Armored Car Services in accordance with the Scope of this Specification, then the new location may be added into the Contract at the unit price as set forth on Line Item 27 of the Compensation Schedule, without requiring the execution of a Contract modification, provided the following conditions are met, as follows:

1. Written notification is given by the authorized representative of the City's using Department to the Contractor within 30-days from when the new location requires service to begin.
2. The new location is within the City of Chicago city limits.
3. All service requirements conform with the following specifications:
 - a. Address: to be determined
 - b. Pick-up time: 8:00 A.M. – 4:00 P.M.
 - c. Pick-up frequency: Seven (7) days per week
 - d. Type of Valuables (generally): 1 bag of bundled checks and 1 bag of bundled cash.
 - e. Deliver Non-encoded checks, paper currency and coin currency: Next banking day to BMO Harris Vault, 2500 South 25th Ave, Broadview, IL 60155.
 - f. Deliver non-cash documents: Next business day 8:00 A.M. – 4:00 P.M. to Department of Finance's Reconciliation Unit at 333 South State St., De Paul Center Room 320, Chicago, IL 60604.
4. The Contractor shall provide the authorized representatives of the Department of Procurement Services and the requesting Department (along with a copy to the authorized representative of DOF) with written confirmation of the location, start date, and unit price per month.
5. The Contractor shall invoice the using Department indicating the location's address as required.

16.3. Deleting an Existing Location

The City may delete service requirements at any existing location from the Contract at any time, provided written notification is given to the Contractor by the using Department's authorized representative within 15 days of the deletion of a specific location(s).

The Contractor shall be paid on a pro-rata basis for any partial months of regular services performed at the deleted location.



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EXHIBIT 2: COMPENSATION SCHEDULE/ COST PROPOSAL

Per five-year base contract term; plus three 1-year extension options.

A live Excel file of Exhibit 2 for Specification Number 847054 is a separate file incorporated here by reference and is available from the Department of Procurement Services' website, under "Paper Bid Opportunities" at:
www.cityofchicago.org/bids

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EXHIBIT 3: COMPANY PROFILE INFORMATION

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

(1) Legal Name of Respondent's Company:

(2) Doing Business As (DBA) under Other Company Name?

If yes, Name of Company:

(3) Headquarters Address: _____

(4) City, State, Zip Code: _____

(5) Web Site Address: _____

(6) Proposed Role: ☐ Prime ☐ Subcontractor/Sub-consultant ☐ Joint Venture Partner

☐ Supplier or ☐ Other: _____

(7) Number of Years in Business:

(8) Total Number of Employees:

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

(10) Major Products and/or Services Offered:

(11) Other Products and/or Services:

(12) Briefly describe your firm's strategy for providing Armored Car Services for clients:

(13) Briefly describe your firm's experience with Armored Car Services for clients:

EXHIBIT 4: COMPANY REFERENCES/CLIENT PROFILE INFORMATION

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

- (1) Client Name: _____
- (2) Address: _____
- (3) City, State, Zip Code: _____
- (4) Project Manager: _____
- (5) Telephone Number: _____
- (6) E-mail: _____
- (7) Number of Employees in Client Organization: _____
- (8) Project Scope of Services/Goals: _____

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

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

(11) Describe how the client's goals were met. Describe how the Armored Car Services were implemented.

Attach additional pages, as necessary.

(12) Discuss significant obstacles to providing the required services and how those obstacles were overcome:

(13) Is the client still utilizing the Armored Car Services?

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

EXHIBIT 5: ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP), FOR ARMORED CAR SERVICES SPECIFICATION NO. 847054, 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 5.2.11, 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 Commissioners, officers, titleholders, etc. (if applicable).
- _____ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
 - _____ a. List of controlling parties (if applicable).

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

Q: What is an entity or legal entity?

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

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

A: “Person” means a human being.

Q: Who must submit an EDS?

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

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

Q: What information is needed to submit an EDS?

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

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

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

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

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

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

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

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

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

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

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

Q: Who is the EDS Captain?

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

Q: Why do we need EDS Captains?

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

Q: Who is the EDS team?

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

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

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

Q: How do I complete an Online EDS?

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

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

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

Q: How do I attach documents?

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

Q: Who can complete an Economic Disclosure Statement online?

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

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

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

Q: Will my information be secure?

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

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

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

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

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

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

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

Q: Can I save a partially complete EDS?

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

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

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

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

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

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

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



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ATTACHMENT A
ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 847054 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 6: CONTRACT INSURANCE REQUIREMENTS

A. INSURANCE REQUIRED

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, 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 must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading.

The City is to be added as an additional insureds on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in Sections A.1, A.2, A.3 and A.4 herein.

5) Blanket Crime

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

6) Property

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

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North La Salle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.



EXHIBIT 7: SAMPLE WORK SERVICES AGREEMENT

Exhibit 7 Sample Work Services Agreement, is incorporated here by reference, and is available as a PDF file, available for download from the DPS website, www.cityofchicago.org/bids, listed under the “Paper Bid Opportunities” section, and in association with:

Request for Proposal ("RFP") for Armored Car Services for Spec. # 847054

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EXHIBIT 8: DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS AND THIRD-PARTIES

“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/is-and-it-policies.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.



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EXHIBIT 9: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: Armored Car Services

Specification #: 847054

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO 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 Contractor, 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 Contractor: _____
(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)

EXHIBIT 10: ARMORED CAR SERVICES PICKUP & DELIVER-TO LOCATION ADDRESSES & ZIP CODES

count	by Area	Location Name	Street Address	Zip Code +4
1	Loop	City Hall Cash Vault Finance Dept.	121 N. LaSalle St. - Room 107-A	60602-1232
2	Loop	City Hall City Clerk Office	121 N. LaSalle St. - Room 107 (west doors)	60602-1202
3	Loop	City Hall Business Affairs & Consumer Protection	121 N. LaSalle St. - Room 800	60602-1237
4	Loop	City Hall Buildings Dept. & Transportation Dept.	121 N. LaSalle St. - Room 900	60602-1289
5	Loop	JP Morgan Chase Bank	10 South Dearborn Street	60603-2318
6	Loop	Reconciliation Unit	333 South State Street, DePaul Center – Room 320	60604-3968
7	Loop	Central Auto Pound #1	400 E. Lower Wacker Dr.	60601
8	Loop	Taste of Chicago	Grant Park - southwest area of Columbus Dr. and Congress Pkwy	60605
9	Loop	Maxwell Street Market	800 S. Des Plaines Ave.	60607-4412
10	NW	Superior Street Payment Center	400 W. Superior St.	60654-3409
11	NW	Sacramento Auto Pound #6	701 N. Sacramento Blvd	60612-1025
12	NW	Pulaski Payment Center	4445 N. Pulaski Rd.	60630-4444
13	NW	City Clerk at Gale Street	5430 W. Gale Street	60630-2109
14	NW	O'Hare Airport Auto Pound	Auto Pound - Remote Lot G Bessie Coleman Dr.	60666
15	South	Police Headquarters	3510 S. Michigan Ave	60653-1020
16	South	Public Vehicles	2350 W. Ogden Ave., 1st Floor	60608-1110
17	SW	BMO Harris Bank Vault	2500 South 25 th Avenue, Broadview, IL	60155-3857
18	SW	Kedzie Avenue Payment Center	4770 S. Kedzie Ave	60632-3040
19	SW	City Clerk at South Archer Ave	5674 S. Archer Avenue - Suite A	60638-1641
20	SW	Midway Airport MPEA Cab Stand	5600 S. Kilpatrick Ave.	60629
21	SE	95th Street Payment Center	2006 E. 95th St.	60617-4788
22	SE	Doty Auto Pound #2	10301 S. Doty Ave.	60617-5601

All 22 locations are in the Chicago city limits, except for the BMO Harris Bank vault in Broadview IL.

All locations are staffed by City of Chicago departments, except for the two designated depositories (JP Morgan Chase Bank, and BMO Harris Bank Vault), and except for when the City of Chicago Department of Consumer Affairs and Special Events (DCASE) manages the Taste of Chicago event at Grant Park .



EXHIBIT 11: MBE & WBE SPECIAL CONDITIONS



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North La Salle Street, Room 806
Chicago, Illinois 60602-1284
Fax: 312-744-3281

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

11.1. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

a. Policy and Terms

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned 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, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will 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 will take affirmative action to ensure that women and minority businesses will have the maximum opportunity 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 Percentage	WBE Percentage
0%	0%

(See Form *"Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract"* for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), 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 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 Specific Goals.

The Contractor also may 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 contracts.

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 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 mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

b. Definitions

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

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

"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 is issued by the City.

"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.

"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.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"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.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

"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.

"Direct Participation" means the value of payments made to MBE or WBE firms for work that is performed 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.

"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.

"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.

"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 considered in a Good Faith Efforts determination more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

"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.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Owned 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. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

"Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.

"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 a 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.

"Women Owned 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. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

c. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific 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 Specific Goals only if:
 - i. 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;
 - ii. 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;
 - iii. Each joint venture partner executes the bid to the City; and
 - iv. 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 i, ii, and iii 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 Specific 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 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.

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 Specific 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 bid 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:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. 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;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: 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.

d. **Counting MBE/WBE Participation Toward the Contract Specific 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 that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Except as provided in MCC 2-92-525(b)(2), 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.
 - i. 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.

- ii. 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.
- iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- 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, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 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: 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: 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:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. 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
 - ii. 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 the Schedule B.
 - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 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.
 - ii. 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) above).
 - iii. 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, 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.

- iv. 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.
- v. 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.

e. 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 waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals 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.

A bidder 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:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- 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.

i. Direct Participation

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

- a. 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 work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 - 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 - 2. A listing of all MBE/WBE firms contacted that includes:

- Name, address, telephone number and email of MBE/WBE firms solicited;
 - Date and time of contact;
 - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
- Project identification and location;
 - Classification/commodity of work items for which quotations were sought;
 - Date, item and location for acceptance of subcontractor bid proposals;
 - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals; and
 - not imposing any limiting conditions which were not mandatory for all subcontractors; and
 - 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; and
 - documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

OR

- b. 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:
1. 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).
 - A listing of all potential subcontractors contacted for a quotation on that work item;
 - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
 - The City's estimate for the work under a specific subcontract;
 - The bidder's own estimate for the work under the subcontract;
 - An average of the bona fide prices quoted for the subcontract;

- Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

ii. Assist Agency Participation in waiver/reduction requests

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. 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 to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations 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 to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

iii. Impracticability

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.

The requirements set forth in these Regulations (this subsection e. " Regulations Governing Reductions to or Waiver of MBE/WBE Goals ") 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.

f. 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:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), 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:

- (1) 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 be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C 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-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five 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.

(2) 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. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder 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 C. "Joint Ventures," 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).

(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization

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 e. "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" 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.

(5) 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.

g. 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 report. 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 subcontractor, including zero dollar amount payments, the subcontractor 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 project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

h. Changes to Compliance Plan

i. Permissible Basis for Change Required

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.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

ii. Procedure for Requesting Approval

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) 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.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) 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 5. 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.
- d) 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.
- e) 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.

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.

i. Non-Compliance and Damages

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, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; 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.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and 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.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

In the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

j. 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 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.

k. 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.

l. Attachments and Schedules

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization



CITY OF CHICAGO ASSIST AGENCY LIST

Attachment A –Assist Agency List (Rev. Apr. 2018)

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

**Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p>51st Street Business Association * 220 E. 51st Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>African American Contractors Association - AACA P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Angel of God Resource Center, Inc. 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com; aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Association of Asian Construction Enterprises * 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Austin African American Business Networking Assoc. 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Black Contractors United * 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Business Leadership Council * 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>LGBT Chamber of Commerce of Illinois * 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Chatham Business Association Small Business Dev. * 800 E. 78th Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Minority Supplier Development Council Inc. * 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsgdc.org Web: www.chicagomsgdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Chicago Urban League * 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: sbrinston@thechicagourbanleague.org Web: www.cul-chicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Chicago Women in Trades (CWIT) 2444 W. 16th Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: jvellinga@cwit2.org Web: www.chicagowomenintrades2.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Contractor Advisors Business Development Corp. * 1507 E. 53rd Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: info@contractoradvisors.us Web: www.contractoradvisors.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Cosmopolitan Chamber of Commerce 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: rmcgowan@cosmochamber.org Web: www.cosmochamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Do For Self Community Development Co. * 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: dennisdoforself@hotmail.com Web: www.doforself.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>Far South Community Development Corporation 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: lacy@farsouth.org Web: www.farsouthcdc.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Federation of Women Contractors * 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: fwcchicago@aol.com Web: www.fwcchicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Fresh Start Home Community Development Corp. 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: Info@FreshStartNow.us Web: www.FreshStartNow.us Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Greater Englewood Community Development Corp. * 815 W. 63rd Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: jharbin@greaterenglewoodcdc.org Web: www.greaterenglewoodcdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Pilsen Economic Development Assoc. * 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: greaterpilsen@gmail.com Web: www.greaterpilsen.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Greater Far South Halsted Chamber of Commerce * 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: halstedchamberevents@gmail.com Web: www.greaterfarsouthhalstedchamber.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Greater Southwest Development Corporation 2601 W. 63rd Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: c.james@greatersouthwest.org Web: www.greatersouthwest.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>Hispanic American Construction Industry Association (HACIA) * 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: jperez@haciaworks.org Web: www.haciaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Illinois Hispanic Chamber of Commerce * 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: aalcantar@ihccbbusiness.net Web: www.ihccbbusiness.net Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Illinois State Black Chamber of Commerce * 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: Larrylvory@IllinoisBlackChamber.org; vgilb66709@yahoo.com www.illinoisblackchamberofcommerce.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>JLM Business Development Center * 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: jlbizcenter@gmail.com Web: www.jlmcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Latin American Chamber of Commerce * 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: d.lorenzopadron@LACCUSA.com Web: www.LACCUSA.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Association of Women Business Owners * 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: wjaehn@nawbochicago.org Web: www.nawbochicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>National Black Wall Street * 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: markallen2800@aol.com Web: www.nationalblackwallstreetchicago.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>National Organization of Minority Engineers (NOME) * 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: grandeevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

<p>Neighborhood Development Services, NFP *</p> <p>10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: neighborhooddevservices@gmail.com Web: www.ndsnfp.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Rainbow/PUSH Coalition *</p> <p>930 E. 50th Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: jmitchell@rainbowpush.org Web: www.rainbowpush.org Maintains list of certified firms: Yes Provides training for businesses: No</p>
<p>Real Men Charities, Inc.</p> <p>2423 E. 75th Street Chicago, IL 60649 Phone: 773-425-4113 Email: ymoyo@realmencook.com Web: www.realmencook.com Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>RTW Veteran Center</p> <p>7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: rtwvetcenter@yahoo.com Web: www.rtwvetcenter.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>South Shore Chamber, Inc. *</p> <p>1750 E. 71st Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: ttrice@southshorechamberinc.org Web: www.southshorechamberinc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</p> <p>4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: spcdm@sbcglobal.net Web: www.stpaulcdm.org Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p>The Monroe Foundation</p> <p>1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: omonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p>US Minority Contractors Association, Inc. *</p> <p>1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: admin@usminoritycontractors.org Web: www.USMinorityContractors.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Women's Business Development Center *</p> <p>8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: fcurry@wbdc.org Web: www.wbdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p>Urban Broadcast Media, Inc.</p> <p>4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: drleonfinney312@gmail.com Web: www.urbanbroadcastmedia.org Maintains list of certified firms: No Provides training for businesses: Yes</p>

Women Construction Owners & Executives (WCOE) * Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: mkm@mkmservices.com Web: www.wcoeusa.org Maintains list of certified firms: Yes Provides training for businesses: No	Your Community Consultants Foundation 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: allen81354@aol.com Maintains list of certified firms: No Provides training for businesses: Yes
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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.: 847054

Project Description: Armored Car Services

(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

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____
- B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
1. Profit and loss sharing: _____
2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

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

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

- D. Acquisition of lines of credit:

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

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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

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

[illegible]

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

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

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

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

[illegible]

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

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

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

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

Name of MBE/WBE Partner Firm

Firm

Name of Non-MBE/WBE Partner

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

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

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

Schedule C-1



SCHEDULE C-1

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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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:

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.

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.

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: _____

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



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:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

¹ The Prime Contractor may claim an additional 0.5 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.

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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: _____

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

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

(Name- Please Print or Type)

(Phone)

One or more owners or principals of the Prime Contractor () does / () does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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: _____