

**REQUEST FOR PROPOSAL ("RFP") FOR
TECHNOLOGY AND SERVICES RELATING TO THE LEGISLATIVE MANAGEMENT,
DOCUMENT INTAKE SYSTEM WITH ONGOING UPDATES, MAINTENANCE AND
SUPPORT**

Specification No. 984153

Required for use by:

CITY OF CHICAGO

OFFICE OF THE CITY CLERK



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: Maggie Toussaint, Senior Procurement Specialist
Magdalena.Toussaint@cityofchicago.org
312-744-1681
Department of Procurement Services
Bid & Bond Room - Room 103, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

A Pre-Proposal Conference will be held on **July 22, 2019 at 1PM**, Central Time, City Hall, Bid and Bond Room# 103, 121 North LaSalle Street, Chicago, Illinois 60602.
Attendance is Non-Mandatory but encouraged.

**PROPOSALS MUST BE RECEIVED NO LATER THAN 4:00 p.m., CENTRAL TIME, ON
August 12, 2019**

**LORI E. LIGHTFOOT
MAYOR**

**SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER**

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ATTACHMENTS AND EXHIBITS

- Exhibit 1: Scope of Services
- Exhibit 2: Compensation Schedule
- Exhibit 3: Company Profile Information
- Exhibit 4: Company References/Client Profile Information
- Exhibit 5: Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:
 - 1. Attachment A: Assist Agencies
 - 2. Attachment B: Sample Letter to Assist Agencies
 - 3. Schedule B: Affidavit of Joint Venture (M/WBE)
 - 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor, Supplier and/or Contractor
 - 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan
- Exhibit 6: Online City of Chicago Economic Disclosure Statement and Affidavit (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 7: Contract Insurance Requirements
- Exhibit 8: Contractual Requirements related to HIPAA
- Exhibit 9: Data Protection Requirements for Contractors, Vendors and Third Parties
- Exhibit 10: City Data Policy – Data Confidentiality
- Exhibit 11: Sexual Harassment Policy Affidavit (Section 2-92-612)
- Exhibit 12: City of Chicago Sample Professional Services Agreement

REQUEST FOR PROPOSAL (“RFP”)

For

TECHNOLOGY AND SERVICES RELATING TO THE LEGISLATIVE MANAGEMENT, DOCUMENT INTAKE SYSTEM WITH ONGOING UPDATES, MAINTENANCE AND SUPPORT

Specification No. 984153

I. GENERAL INVITATION

A. Purpose of the Request for Proposal

The City of Chicago (the “City”), acting through the Office of the City Clerk (the “OCC”), invites the submission of proposals from firms for various technology and services relating to the Legislative Management, Document Intake system (the “System”) with Ongoing Upgrades, Maintenance and Support, including the provision of a solution, inclusive of hardware and software, to be used by the OCC to manage legislative processes and associated documentation, including but not limited to: drafting, submission, tracking, sharing and publishing of documents (e.g., ordinances, legislative orders, etc.), storing, indexing and archiving of structured data related to legislation and its workflow; capturing, streaming, indexing and archiving of video; integrating data with associated document files; agenda and meeting management; web content management; securing data; including data storage back-up, archiving and disaster recovery and allow for maintenance of the technology and hardware (the “Services”) to ease the submission of the documents and data referenced herein. Additionally, the OCC provides public notification of meetings of the City Council and its Committees, live broadcasts and archived videos of City Council meetings, and serves as the registered agent for the City which includes accepting claims filed against the City. The selected Respondent (“Contractor”) shall design, develop, test, install and train the City on the solution, and provide such other services as are described in this RFP.

The Contractor awarded a contract pursuant to this RFP shall perform all applicable Services as outlined in Exhibit 1 Scope of Services

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.

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.

B. Background

The Office of the City Clerk manually intakes legislative documents and manually routes submissions to appropriate staff for processing. The Office of the City Clerk needs to improve the ability to intake digital documents more effectively and automate the process work flow addressing objectives outlined in Exhibit 1, Scope of Services, Section B. Objectives. The City of Chicago, Office of the City Clerk requests proposals for the scope of services described herein to implement a technology solution and related Services with ongoing updates, maintenance and support for the City Clerk Legislative Management & Document Intake System project (the "Project").

C. Internet Access to this RFP

All materials related to the RFP will be available on the internet at: www.cityofchicago.org/bids.

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

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print 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 clarifications 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.

II. 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.

"Agreement" means the negotiated Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms and conditions entered into by and between the Contractor and City of Chicago, as attached in this RFP in Exhibit 12.

"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.

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

“City Clerk” or “Commissioner” means the Chief Executive of the City of Chicago Office of the City Clerk (“OCC”) and any representative authorized in writing to act on the City Commissioner’s behalf.

“Contractor” or “Selected Contractor” means the entity awarded a contract pursuant to the City’s RFP process, and includes the Contractor’s subcontractors.

“Department” means the City of Chicago, Office of the City Clerk (“OCC”) or any other participating City Departments.

“EC” means the Evaluation Committee that will evaluate proposals to determine the most qualified responsive and responsible contractor whose proposal meets all of the City requirements in the RFP.

“Proposal” means the documents submitted by any individual or business entity in response to the RFP.

“Respondent” means any individual or business entity submitting a proposal in response to this RFP.

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

III. SCOPE OF SERVICES

A. Description of Services

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit 1.

B. Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of two (2) years plus up to two (2) 1-year extensions.

IV. GENERAL INFORMATION AND GUIDELINES

A. Communications Between the City of Chicago and Respondents

1. Submission of Questions or Requests for Clarifications

Respondents must communicate only with the Department of Procurement Services. All questions or requests for clarification must be in writing, sent by e-mail, and directed to the attention of Maggie Toussaint, Magdalena.Toussaint@cityofchicago.org, Department of Procurement Services, Room 806, City Hall and must be received no later than 4:00 p.m. Central Time, on July 26, 2019. Respondents are encouraged, but not required, to submit questions prior to the scheduled Pre-Proposal Conference.

All questions and requests for clarification must be submitted via e-mail. The subject line of the email must clearly indicate that the contents are “Questions and Request for Clarification” about the RFP and are “Not a Proposal” and must refer to “Request for Proposal (“RFP”) for Technology and Services Relating to the

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Office of the City Clerk, Specification Number: 984153**

Legislative Management, Document Intake System with Ongoing Updates, Maintenance and Support Specification No. 984153.” No telephone calls will be accepted unless the questions are general in nature.

2. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference at City Hall, Bid & Bond Room, Room #103, 121 North LaSalle Street Chicago, Illinois 60602 at 1:00 p.m. Central Time on July 22, 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 Maggie Toussaint 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. 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. Any changes will be in writing in the form of an addendum issued by the Department of Procurement Services.

B. Deadline and Procedures for Submitting Proposals

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid & Bond Room (Room 103, City Hall) no later than 4:00 P.M. Central Time on August 12, 2019. The Bid & Bond Room can be reached at telephone number 312-744-9773.
2. The City may, but is not required to, accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals.
3. 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 LaSalle Street
Chicago, Illinois 60602

4. Respondent must submit 1 hardcopy original, 1 redacted copy of the submission, and 10 electronic copies of the original in one searchable pdf format on a USB drive or CD-ROM. 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. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.
5. The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Request for Proposal (RFP) for Technology and Services Relating to the Legislative Management, Document Intake Systems with Ongoing Updates, Maintenance and Support Specification No. 984153
Due: August 12, 4:00 pm, Central Time

Submitted by: (Name of Respondent)
Package ____ of ____

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed 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.

C. RFP Information Resources

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

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

D. 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.

Key Activity	Target Date
City Issues RFP	July 11, 2019
Pre-Proposal Conference	July 22, 2019
RFP Questions Due	July 26, 2019
Proposals Due	August 12, 2019

E. 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, confidential information or other proprietary data ("Data") which Respondents desires remain confidential.

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

1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
2. 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."
3. **Provide a USB or CD-ROM with your Proposal Submittal 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 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 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.

V. PREPARING PROPOSALS: REQUIRED INFORMATION

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

A. *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 V.B. Each page of the Proposal must be numbered in a manner so as to be uniquely identified.

Ten (10) electronic versions of the original proposal must be included and shall be word-searchable and mirror images of the original hardcopy.

B. *Required Contents of Proposal*

Proposal content must be clear, concise and well organized. 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 will be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed Compensation Schedule in Exhibit 2 is required to facilitate equitable comparisons. Respondent must provide pricing for the two (2) year base term and the two (2) optional years.

The detailed Proposal evaluated by the City must include a response to all requirements in this RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

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

1. Cover Page

The Proposal must begin with a cover page bearing the 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.

2. Table of Contents

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

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, or negotiations.
- d) Include statement of any objections or comments to the City of Chicago's standard contract terms and conditions as stipulated in the Sample Professional Services Agreement in Exhibit 12 of this RFP.
- e) Acknowledge receipt of Addendum issued by the City, if any.

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 project for the City of Chicago, capacity to perform, and its approach to project 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-award and on-going operations of contract, its general approach to project management, and the expected deliverables and reports.

5. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to this Project

Respondent must describe its previous experience on recent projects of similar type, scope and magnitude; identifying both private sector and public-sector clients. Respondent must include adequate detail about each project referenced, including a brief description of the project, the date the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement, the dollar value of the project, the key personnel involved and their roles, and client reference information for the project.

If Respondent proposes that major portions of the work will be performed by different team members (joint venture partners, subcontractors, etc.), Respondent must provide the required information as described below for **each** such team member.

a) Company Profile Information (See Form in Exhibit 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 and their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately.

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

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

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

- (i) Schedule B as shown in Exhibit 5, if joint venture includes City of Chicago or Cook County certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") completed by each partner and one in the name of the joint venture as shown in Exhibit 6.
- (iii) Insurance certificate in the name of the joint venture business entity as shown in Exhibit 7.

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

Respondent must provide at least three (3) references on the form provided in Exhibit 4, preferably from a municipality or other government agency related to a contract of similar scope and magnitude as described in this RFP. Experience will not be considered unless complete reference data is provided. At a minimum, the following information should be included for each client reference:

- Client name, address, contact person name, telephone, and email address.

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- Description of Services provided similar to the Services outlined in Exhibit 1 of this RFP.
- The date when the Service was implemented.
- The location of the project.
- Nature and extent of Respondent's involvement as the prime contractor (also indicate area of secondary responsibility, if applicable) Identify Services, if any, subcontracted, and to what other company.
- Contract term (Start and End date, or indicate if currently providing services)
- The total dollar value of the Contract.

Explain differences, if any, from the requirements set forth in this RFP, or proposed in response to this RFP, compared to the deliverables and reports provided to any referenced cities or clients.

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

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

c) Capacity to Perform City Project

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

d) Business License/Authority to do Business in Illinois

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

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 any contract. Provide copies with the Proposal submission.

These requirements will vary depending upon the circumstances of each Respondent. See the Department of Business Affairs and Consumer Protection (BACP) website for additional information: www.cityofchicago.org/businessaffairs.

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

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

6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to perform the Services described in this RFP.

Respondent must provide a summary of individuals who will be dedicated to the Services as described in this RFP. Respondent must provide the following information:

- a) Summary of the key personnel who will be dedicated to the Services as proposed in the RFP.
- b) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- c) 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. Information to include:
 - (i) Title and reporting responsibility
 - (ii) Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
 - (iii) Pertinent areas of expertise and past experience
 - (iv) Base location (local facility, as applicable)
 - (v) Resumes or corporate personnel profiles which describe their overall experience and expertise

For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (service staff, supervisors, executive managers, etc.). Add any other types of staff/personnel whom the Respondent is proposing.

7. Proposed Solution, Implementation and Management Plan

Respondent must provide a comprehensive and detailed management plan which addresses requirements as outlined in Exhibit 1, Scope of Services of this RFP. The plan must demonstrate Respondent's capacity to successfully implement and manage the project requirements and ability to comply with the scope of service and requirements as described in this RFP. The management plan must address, but not be limited to, the following areas:

a) Service Delivery

Describe in detail your proposed technology solution including implementation and management plan for service delivery related to the Project in the following areas:

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Application Development	Software/Platform Solutions
	Data Architecture and Data Migration
	API Solution
	Hardware Solutions
Feature Development	Structured Document Templates
	Web Forms
	Solution Documentation
Maintenance	Adaptive Maintenance
	Corrective and Emergency Maintenance
	Perfective Maintenance
	Preventative Maintenance
Support	End User Support (EUS)
	System Documentation
	Specialized Technical Service
	Hardware, Tool, and Software Support
	Ongoing System Enhancements
	System Training and Testing
	Backup and Recovery
	Data Security and Maintenance
Steaming and Archiving	Video Streaming and Archiving
	Closed Captioning Services
Hosting	Platform Hosting
	Cloud Hosting
	Application Cloud Hosting

b) Approach to Implementing Services

Describe your policies and procedures for implementing projects, quality control/checks, project management, response time, project support & reporting/recommendation services, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems for each of the following project phases:

1. Planning and Design

- Requirements Definition and Analysis
- Process Identification and Prioritization
- Software Platform Selection
- Discovery and Planning
- Technical Design
- Technical Foundation

2. Development and Testing
 - Agile Development
 - Stage Testing Plan
 - Overall Unit Testing
3. Training and Rollout
 - Change Management
 - User Training
 - Solution Stabilization
 - Build/Deliver Training Plan
 - Transition to Support Team
 - Knowledge transfer

c) Organization Chart

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

- i. Respondent should provide an organization chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described.
- ii. Respondent must describe the specific role of each of the firms in a team or joint venture for each task/work activity.
- iii. Respondent should provide an organization chart identifying and showing the relationships between the Respondent and subcontractors. The generic titles and responsibilities of key personnel to be assigned to this Project by the Respondent and by any subcontractor must be identified.

d) Quality Assurance/Quality Control (QA/QC)

- i. Describe your firm's approach, procedures, processes, and resources in providing quality management to enhance quality of information, security of data, and accuracy of reporting related to Exhibit 1, Scope of Services, Section O. Quality Control Requirements.
- ii. Describe your firm's approach to implementing a quality management system that defines quality, including both quality control and quality assurance methods. Quality Control (QC) is concerned with the internal process while Quality Assurance (QA) is the methodology to evaluate the document consistent conformance to the Scope of Services.

e) Dedicated Resources

- iii. Describe facilities, equipment, personnel, applicable software/hardware/technologies, and other resources available for implementing the Services; providing detail, whether resources are proprietary or outsourced.
- iv. Describe personnel, training locations/facilities, hours of operation, and resources available.

f) Staffing Plan

Provide an assessment of staffing needs for each major activity area by job title and function. Refer to Exhibit 1, Scope of Services, Section P. Staffing Skill Requirements. Respondent should identify each primary team member working on staff with Respondent, as well as those working in a subcontracting capacity. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago project including team structure, numbers and team management plans to achieve requirements for transition, implementation and services.

Submit resumes for key personnel that will be committed to this engagement. Correlate team members to the tasks they will be performing during implementation/transition and on-going operations. For each proposed key personnel, describe previous related experience and provide references including: name, address, and telephone number of contact person, and brief description of work history. The City reserves the right to conduct background checks on any personnel within the scope of this engagement.

8. Schedule of Compensation/Cost Proposal

The Respondent is responsible for disclosing any charges or fees not listed on Exhibit 2 Compensation Schedule, that the City would incur with the Respondent, before, during, and after the implementation as Other Costs. Proposals that fail to include cost proposal information in Exhibit 2 will be rejected as incomplete and deemed non-responsive.

All costs must, at a minimum, be provided in the format and content as requested in Exhibit 2. For purposes of comparing costs between Respondents, Respondents must not deviate from the cost table outlined in Exhibit 2.

The City is not representing that the cost table is all-inclusive. As such, the Respondent is expected to provide Other Costs, as warranted, and include a comprehensive itemization of all resources, licenses, fees, etc. that will be required as part of the proposed Services. Respondent must provide a breakdown and explanation of all costs proposed in Exhibit 2.

To the extent that a Respondent proposes a feature on which the City wishes to obtain competitive Proposals, the City reserves the right (but is not obligated) to obtain pricing from other Respondents on such feature.

The City reserves the right to negotiate a final price, terms and conditions with selected Respondent(s); the City reserves the right to have discussions with those Respondents falling within a competitive range and to request revised pricing offers for contract award or to conduct contract negotiations.

9. Minority and Women Business Enterprises Commitment

Respondent must complete and submit the forms that are attached to this RFP in Exhibit 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. For purposes of your response to this RFP, the minimum Minority Business Enterprise (MBE) direct participation goal is 10% and the minimum Women Business Enterprise (WBE) direct participation goal is 5% of the total contract value.

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

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be scanned and uploaded. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive. Note: Keep the original Schedules; the City will require them in the event of contract award.

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

10. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept a complete set of financial statements on CD-ROM or USB drive instead of multiple copies, if voluminous for the period requested. The City 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.

11. Economic Disclosure Statement and Affidavit (“EDS”) and Attachment A: Online EDS Acknowledgement.

Respondent shall complete an Economic Disclosure Statement and Affidavit and, Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in Exhibit 6. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in

Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall submit a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) executed Attachment A, Online EDS Acknowledgement form.**

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

12. Legal Actions

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

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

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

13. Insurance

Respondent should include a statement that they can comply with the City’s insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached Exhibit 7.

14. Disclosure of Conflicts of interest

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.

VI. EVALUATING PROPOSALS

A. *Evaluation Process*

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

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The RFP proposal evaluation process is organized into three phases:

Phase I Preliminary Proposal Assessment

Phase II Proposal Evaluation

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

Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V.B, Required Contents of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible to advance for detailed analysis in Phase II, Proposal Evaluation.

Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the project requirements set forth in the RFP that will include a detailed analysis of the Respondent's qualifications, experience, proposed technology solution, implementation and management plan, Itemized Compensation Schedule and other factors based on the evaluation criteria outlined in Section VI.B, Evaluation Criteria.

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

The City reserves the right, after advertisement of the RFP, to refine the scope of services, with appropriate notice. Further, if, upon receipt of proposals, the City wishes to make refinements to the scope of services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondents based upon the revised scope of services

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

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

B. Evaluation Criteria

In Phase II, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the components outlined in the RFP the following criteria (not necessarily listed in order of importance) as applicable;

1. Professional and Technical Competence

- a) Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and Scope of Services described in Exhibit 1 of this RFP.
- b) Professional Qualifications and Specialized Experience of Respondent and Team Committed to this Project. Experience in providing Services on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own, and government agencies).
- c) Professional Qualifications and Specialized Experience of Respondent's Key Personnel (and Team Members) and Local Availability of Key Personnel committed to the City of Chicago Project.
- d) References. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.

2. Quality, Comprehensiveness and Adequacy of the proposed Solution, Implementation and Management Plan

The EC will consider the quality, comprehensiveness and adequacy of the proposed solution, implementation and management plan including the staffing plan, dedicated resources, local availability and commitment of personnel who will manage and oversee the City of Chicago Project.

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

3. Schedule of Compensation/Cost Proposal

The City will consider the reasonableness, completeness and adequacy of proposed costs in the Compensation Schedule in Exhibit 2 for the base contract term and option years. Respondent must adhere to the format and content of pricing as outlined in Exhibit 2 of the RFP.

4. Minority and Women Business Enterprises Commitment

The EC will evaluate the level, relevancy, and quality of participation by MBE/WBE firms certified by the City of Chicago or Cook County. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.

5. Legal Actions

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

6. Financial Stability

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

7. Compliance with Laws, Ordinances, and Statutes

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 6.

8. Insurance

Respondent must be able to comply with the City's insurance requirements should a contract be awarded pursuant to this RFP. The EC will consider whether Respondent submitted evidence or a statement of compliance with insurance in the amounts specified in Exhibit 7.

9. Degree to which the Respondent accepts the City's Terms and Conditions

Respondent must indicate the degree to which it accepts the City's terms and conditions, including in the Scope of Services and the City's Sample Professional Services Agreement in Exhibit 12. A Respondent that takes material exceptions to the City's terms and conditions may be found to be non-responsive and its Proposal may be rejected.

10. Conflict of Interest

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

VII. SELECTION PROCESS

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

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

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the City Clerk with concurrence from the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit, product/system demonstration and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent’s Proposal; and/or to ask Respondent to respond to additional questions or topics which may include a request for conducting a live demonstration of their proposed software system related to performance of Services.

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

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

Contract Negotiations

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

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

VIII. ADDITIONAL DETAILS OF THE RFP PROCESS

A. Addenda

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the “Take Out Sheet” prior to the Proposal due date. A copy of addenda associated with this RFP specification number will also be posted on the City of Chicago Department of Procurement Services’ website and may be downloaded in lieu of being sent the addendum. Prospective Respondents are listed on the Take Out Sheet when they pick-up a copy of the RFP package from the Bid & Bond Room and leave a business card, e-mail BidandBond@cityofchicago.org or call in to the Bid & Bond Room to register their company as having

**RFP for Technology and Services Relating to the Legislative Management,
Document Intake System with Ongoing Updates, Maintenance and Support
Office of the City Clerk, Specification Number: 984153**

downloaded a copy of the RFP prior to the Proposal due date. Each addendum is incorporated as part of the RFP documents, and the prospective Respondent should acknowledge receipt.

Respondents are solely responsible for acquiring the necessary information or materials from the Bid & Bond Room.

Copies of the take-out list, and any addenda, are available from the Department of Procurement Services Bid & Bond Room 103, City Hall, 121 North LaSalle Street, Monday-Friday, 8:30 a.m. - 4:30 p.m.; 312-744-9773; and via the Internet at the Department of Procurement Services website: www.cityofchicago.org/Procurement

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

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV A.1 herein.

B. *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. 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.

C. *No Liability for Costs*

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

D. *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 Proposal.

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.

E. False Statements

1. 1-21-010 False Statements

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

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

2. 1-21-020 Aiding and Abetting

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

3. 1-21-030 Enforcement.

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

F. *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.

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

If this Contract was advertised on or after June 30, 2018, Bidder shall, as prescribed by the Chief Procurement Officer, attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit 11 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

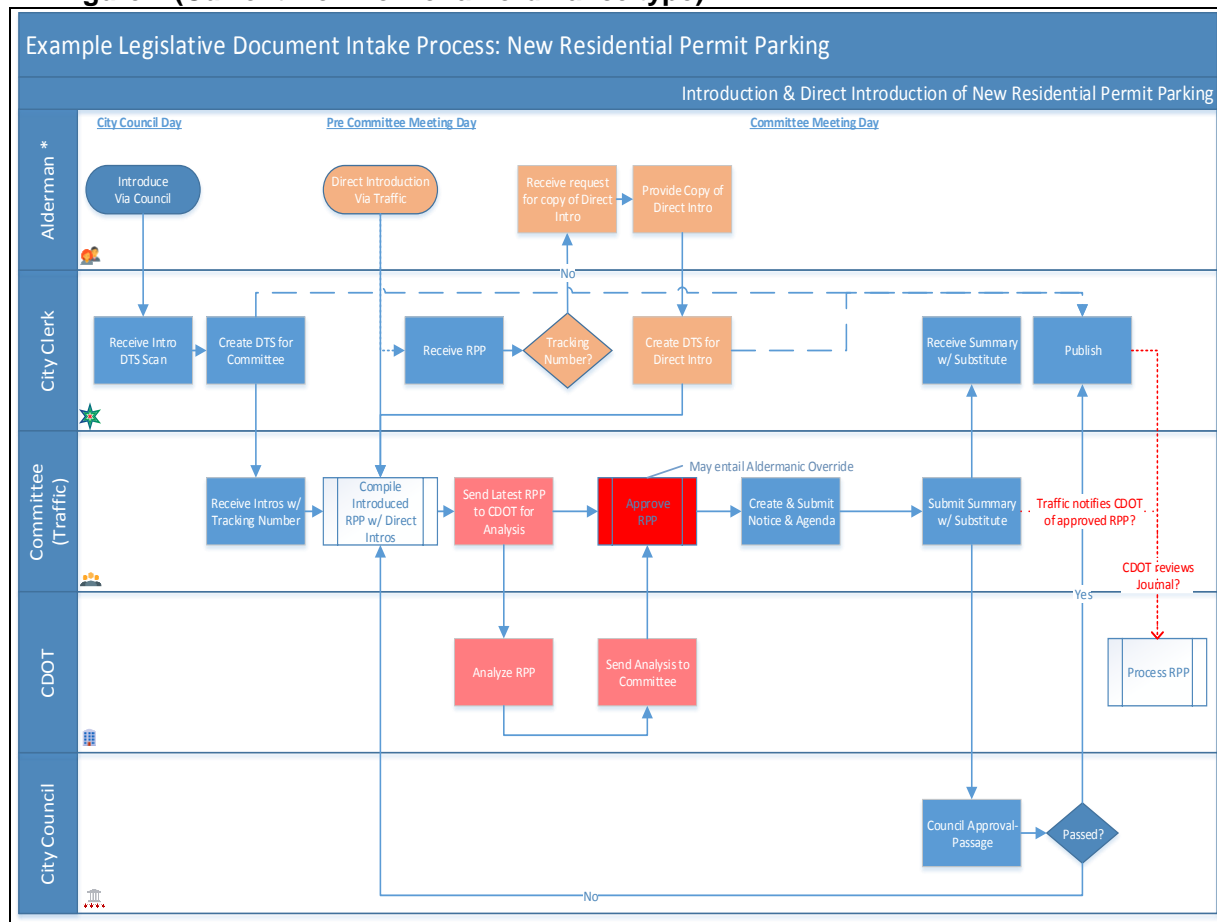
The City is requesting proposals from firms with expertise to provide the following services:

Selected Contractor is expected to provide sufficient information to demonstrate the reliability and innovation of the proposed open source architecture, and redesign of a hosted (cloud) solution. The Selected Contractor will provide the Services to ensure that the system is installed, configured, transitioned, deployed and maintained in the most logical, timely and cost-effective manner. The Selected Contractor will implement a scalable, interoperable system that provides full lifecycle document submission and management that will integrate with both legacy systems and network infrastructure and new technologies, while allowing architectural flexibility. The City's goal is to have a non-proprietary legislative document management system. The City shall own all data generated by the System, and the Selected Contractor will provide the tools to export data from the System at any time and in an to be defined format.

A. Current Environment

The City Clerk Office manually intakes an average of 1,200 legislative documents a month and manually routes submissions to appropriate staff for processing:

Figure 1 (Current workflow of an ordinance type)



B. Objectives

The objectives of this project are to:

1. Improve the processing of legislative documents to create more efficient, intuitive and automated workflows that improve submissions and manageability. This lean design includes the elimination or consolidation of repetitive or redundant manual functions and non-essential tasks from City's current day-to-day workflow processes.
2. Maximize "hands-free" submission, management, and processing of legislation while reducing the OCC's reliance on the large volume of information contained in the form of paper documents.
3. Ensure adherence to and automatic enforcement of the elimination of paper in City's day-to-day workflow processes.
4. Ensure consistency and proper business procedures are being followed by OCC, Aldermanic, and City Departmental staff, when submitting, processing, and sharing legislation.
5. Easing the ability of the Aldermanic and City Departmental staff to submit digital legislative records to the OCC while tracking all of the legislative record submissions (e.g., web forms, hard copies, etc.).
6. Reduce the cost of creating, submitting, distributing, and storing documents and publications in paper form by limiting or eliminating the production of paper copies of the Journal of the Proceedings, as well as other paper legislative documents by maximizing electronic and web-based publishing and dissemination of legislative information.
7. Automate the submission, publishing and distribution of documents in digital forms.
8. Improve the search capabilities of the legislative library of legislative documents and audio/video files. This on-demand, on-line library will provide the ability to display a legislative history and track every legislative action taken for each piece of legislation.
9. Ensure integrity and security of documents managed by the OCC as required by law.
10. Provide means to support electronic document retention and disposal requirements as mandated by statute.
11. Improve civic engagement by installing user-friendly and intuitive search capabilities and responsive web interface.
12. Provide robust disaster recovery.
13. Support future compatibility, scalability, customization, and integration through nonproprietary programming interfaces.

The following is a summary of the configurable functions that the Contractor will provide:

1. City Council Committee agenda & calendar management;
2. City Council Committee workflow streamlining;
3. City Council meeting support;
4. Journal workflow functionality;
5. Electronic web forms with automated classification, indexing, and routing capabilities;
6. Structured templates;
7. OCC staff document submission quality assurance interface;
8. Stakeholders document submission interface;
9. Legislative document workflows;
10. Migration of legacy documents and data;
11. Online public facing portal;
12. Recording votes on select agenda items from City laptops;
13. Security & system administration features;
14. Streaming video including archiving and editing;
15. Closed caption service which follows the strictest captioning standards available with above 99% accuracy during a live stream;
16. Technical installation;
17. Training OCC staff, including digital manuals, webinars, and help desk; and

18. System documentation and updates.

C. Technology

a. Software/Applications/Platform Solutions

i. User Management

The System will provide a simple user interface tool to help administrators manage users including password resets, creating and provisioning, blocking and deleting users. The internal application must allow designated City staff to log in to their workflow view using their Microsoft Active Directory Single Sign-On credentials. The abilities/views/workflows available to each user will be based on the user's permissions which may be dictated by attributes such as their role, committee, and/or department (e.g., aldermanic user, committee staff, committee approver, City departments and OCC staff). User specific permissions maintain a secure login and password and regulate when a larger group views a document.

The solutions administrative user interface will not require a technical skill set for making modifications to the System tables and user access (i.e. Create new users, web forms, report creation, workflow changes, etc). As much as reasonable, the System will be designed to eliminate dependencies on technical staff for its regular operation.

Initially, the number of users which will have the ability to submit documents into the system will be limited to OCC staff for user acceptance testing. The number of users will increase to include committee staff and City departments with the addition of multiple submission options.

ii. Permissioned Based Workflows

The primary objective of the Contractor will be to provide a System that will ease the submission process of legislative records to the OCC and to introduce intuitive and automated workflows that improve the manageability of the document process thereby reducing the challenges and redundancies in the current functional process workflows.

The Contractor should also provide a simple, more centralized, collaborative legislative document workflow. The System will automate workflows associated with the creation of legislative documents. This legislative workflow management tool will allow for the creation and management of document approval paths.

Automated workflows, approval tracking alerts and a document tracking portal will allow user groups to know when certain documents relevant to their group are ready for review and where a document is during its entire lifecycle.

An example is in iii.

iii. Multiple Document Submission Options

The System will allow City staff (e.g., Aldermanic, OCC staff) to submit legislative records via hard copy and custom web forms and the system will readily scale to accept the submission of legislative records via other controlled submission methods (e.g., Email Submissions and Data File Submissions). The solution will include the following:

Hard Copy Submissions

- Improved, hard copy, scanning capabilities which will include accurate cursive, handwritten and printed text recognition and cognitive document automation of large volumes of documents;

Custom Web Form Submissions

- Custom web forms which automate the creation and submission of the digital legislative documents;

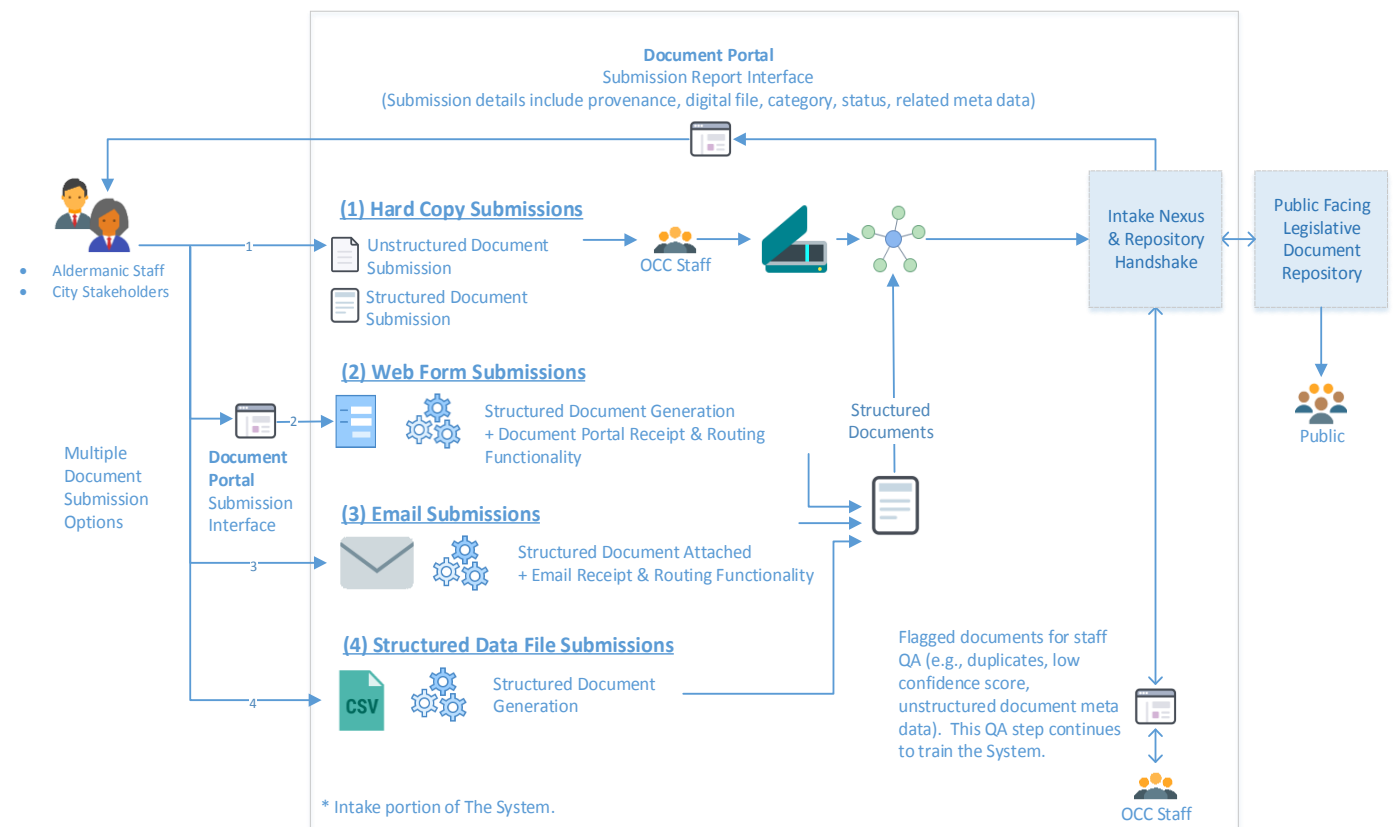
The System will readily scale to accept the following submission methods

- Email Submissions:
- Structured document file submission via email;
- Data File Submissions
- The ability to allow for the automated import of data (e.g., CSV, EXCEL, database, etc.) for voluminous creation and submission of legislative records from other City applications or databases (e.g., Committee of Transportation Legislation Management System and the BACP's database);

Features of All Submission Options

- The System will have safeguards in place to protect against duplicate submissions;
- Upon all submissions and once the record has been processed a digital receipt/record will then be made available to the submitter by the System (e.g., Document Portal Submission Interface); and
- Submitted records will be routed to the appropriate OCC staff person (for quality assurance).

FIGURE 2 (Proposed System Workflow)



iv. Structure Data Template and Descriptions

Structured documents will be submitted by using structured document templates and entering the descriptions for each of the templates pre-defined attributes. The

descriptions supplied will allow the System to automatically inject metadata into the document's properties. This metadata will be used to connect documents to the City Council Meeting Agenda calendars and other key searchable fields.

The Contractor will recommend and provide structured document templates and support the creation and ongoing improvements of structured document templates intended to standardize the submission of legislative records.

Here is an example of a structured document template (H.1) and its attribute descriptions (H.2):

H.1 Structured Document Template Example (for System use)

Meeting Date: «MEETING_DATE»

Subject: «LEGISLATION_TYPE» – «DOC_INTENT»

Committee Assignment: «COMMITTEE»

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. «MUNICIPAL_CODE_DESC»

«LOCATION_DESC» -- «SPECIFIC_SIGN_TYPE» «TIME_DAY_DESC»

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

«ALDERMAN»
Alderman, «WARD» Ward

H.2 Structured Document Descriptions Example

Attribute	Attribute Descriptions
«MEETING_DATE»	City Council meeting date
«LEGISLATION_TYPE»	Ordinance type
«DOC_INTENT»	Intention of ordinance (e.g., establishment, repeal, amendment)
«COMMITTEE»	The committee to which the ordinance is assigned.
«MUNICIPAL_CODE_DESC»	This section will include the ordinance's municipal code and its descriptive language.
«LOCATION_DESC»	This section will include the aggregate location description (e.g., address range, street direction, street name, street type, side of the street).
«SPECIFIC_SIGN_TYPE»	This section will include the concise description of the sign type.
«TIME_DAY_DESC»	If applicable, this section should describe the time and day description
«ALDERMAN»	The sponsoring alderman
«WARD»	The sponsoring alderman's ward

v. Web Forms

The Contractor will provide an interface for managing web forms and the user management of said web forms by the OCC staff.

A Document Portal Submission Interface will list these web forms which will automatically use field entries (entered manually) to pre-populate additional fields and generate a standard legislative document, along with its specific classification information (e.g., taxonomy based codification and categorization information which will be used for a more advanced search and API integration) and initiate the document's lifecycle, which may include the ability to approve via digital signature, along with its tracking via an office specific legislative document management tracking user interface.

These web forms will allow City staff to submit routine legislation via an easy to use document submission interface. These web forms should meet the latest security industry standards.

vi. City Council Agenda and Calendar Management

There are 30+ City Council committees with official agendas. The system needs to tie agenda items to documents by using predefined work flow and/or rules- (e.g., Official Ordinances documents are tied to meeting agenda).

vii. City Council Meeting Support

The System will be able to Create, Replace, Update, and Delete City Council meeting agenda. The documents can be linked to agenda item(s).

viii. Vote Recording on Select Agenda Items

The Contractor will support or improve the current votes recording implementation.

Current Vote Tracking Rules Implementation Example:

- Multiple Voting Profiles can be created (by the OCC)

- Voting Profile Attributes: Date of Vote (e.g., City Council Date), Name of all Aldermen , Aldermen's Ward, Each Aldermen's Vote (e.g., Yea, Nea), Each Alderman's Status (e.g., absent, etc.,)
 - Each Voting Profile has a unique ID
- Each committee (or the OCC) can tie one or many of their introduced ordinances together into a Committee Ordinance Grouping
- Each committee (or the OCC) can create one or many Committee Ordinance Grouping
 - Committee Ordinance Grouping Attributes: Date of Vote (e.g., City Council Date, Committee Name, List of Ordinances)
 - Each Committee Ordinance Grouping has a unique ID
- Each Committee Ordinance Grouping is represented as an agenda item.
- A Voting Profile can be applied to one or many committee ordinance groupings (by the OCC)

The City Council will vote on proposed legislation. The System will track who voted and tabulate votes for each legislation/ordinance, and track if there is a quorum to pass the legislation/ordinance.

ix. API Requirements

Any System data which is intended to be publicly accessible will also be in the Open Civic Data API format and/or a better legislative industry standard API. The Open Civic Data defines common schemas and provides tools for gathering information on government organization, people, legislation, and events (<http://opencivicdata.readthedocs.io/en/latest/>).

x. Simple Search and Advanced Search

The Contractor will provide a data architecture which will improve the ease by which a user is able to perform a reliable search on the public portal.

The search functionality will be intuitive and allow the user to easily find, view and export information and documents related to:

- Agendas;
- Minutes;
- City Council meetings;
- Committee meetings;
- Videos;
- City Council related reports; and
- Archived records.

The search function will allow for simple and advanced search capabilities (e.g., complete text, metadata).

The metadata required by the search functionality will be introduced into the System via City staff and the OCC's staff who quality assures content.

xi. Data Architecture

The Contractor will review current data architecture and will provide a new data architecture that takes into account all of the structured data related to legislation and its

workflow (e.g., votes, meeting bodies, members, agendas, ordinances, categorization types, etc.) currently used by the OCC and those anticipated in the short term (1 year or less) in order to support the migration of data from the previous platform. The new data architecture will take into account the needs of the various anticipated and required document submission sources, document lifecycle tracking, improved search capabilities/options, automated business procedures, ease of automated indexing of data and its introduction into the larger System (e.g., ML generated taxonomies), sharing of data via a public API while providing consistency and integrity of data.

Contractor will provide a hosted infrastructure for database management of all video streaming and related content for the OCC. No database elements will be installed within the City's network infrastructure. The Contractor's infrastructure will provide data backup to City directed AWA location.

The Contractor will analyze, process, and migrate approximately 110,000 documents from the current system into the proposed System. In addition the System will analyze and process an average of 1,200 documents per month.

xii. Public Facing Website/Portal

Traffic on the current public facing portal has an average of 6,357 unique visitors per day. The Contractor will provide a public portal which will allow users the ability to easily search all legislative documents and related files.

The user interface for the public portal will be optimized (e.g. responsive, etc.) to function across multiple user devices, including, but not limited to, mobile phones, tablet devices and computers and multiple internet browsers.

xiii. Document Tracking

All documents submitted should be tracked from their creation (e.g. Document Portal Submission Report Interface), through draft approvals and amendments, introduction, referrals and recommendation all the way to publication. See Figure 1 and Figure 2.

xiv. Web Browser Environment

The System must continually meet the minimum support standards outlined by the City for Internet Explorer, Firefox, Chrome, and Safari. See the following URL:
<https://www.cityofchicago.org/content/dam/city/depts/doit/general/ChicagoHWSWStandards.pdf>)

The System must also meet the minimum requirements to support the following platforms and browsers and above.

Platforms: macOS 10.10 "Yosemite", Windows 8, Android Marshmallow (6.0), iOS 8.0

Browsers: IE 11, Firefox 34.0, Chrome 40.0, and Safari 8

b. Hardware Solutions

i. Scanners

The Contractor will evaluate the current hardware solution. If the Contractor is unable to confirm that the hardware currently being used will adequately meet the requirements/needs of the new system the Contractor will provide a new scanning solution that is designed so that the System will:

- Scale according to the future requirement of the City;

- Be quiet, as the System will be placed in an office setting, the system should not be loud.
- Process large volumes of documents (e.g. hard copies of legislative records) every day in a timely manner;
- Scan two-sided documents;
- Capture handwriting accurately and digitize the data;
- Automate the extraction of data from documents (e.g., hardcopies, structured data templates, zonal OCR, etc.);
- Allow the System to categorize, organize, and enter the digitized information into the System in a manner which ensures that the data remains secure.
- Meet Federal security and compliance protocols
- And maintains exception-handling that prioritizes the correct data for OCC staff to review which will help to assure data quality, security and privacy.

c. Video Streaming and Video Archiving

The Contractor will provide a solution which will meet the minimum requirements of the current system or be an improvement over the current system. The solution will be used for both committee and City Council meetings.

The current solution enables the OCC to continue to build a content-rich library of live and archived public meeting webcasts and records to reach a broader audience and further meet modern transparency demands.

The Contractor will provide tools that allow the OCC staff to schedule and broadcast live webcasts while simultaneously recording and archiving the live content and integrate the video with the public record which includes linking the agenda, votes, and associated files directly to the video.

The Contractor will attempt to utilize as much of the City's pre-existing streaming video hardware components as possible and will provide a best practice solution for video streaming and archiving functionality.

The Contractor shall provide an AV technology that is designed so that System meets or exceeds the following requirements:

- Provide live and on-demand streaming – online and across platforms and devices (e.g., desktops, tablet and mobile);
- Remote systems monitoring and maintenance updates;
- Facilitate internal streaming across the City's local area network (LAN);
- Supports extraction and display of embedded verbatim closed captions to help maintain ADA compliancy;
- Fast archive upload times with little to no video buffering;
- H.264 video codec encoding ;

- HTML5 and Flash compatible streaming delivery;
- Unlimited bandwidth;
- Unlimited cloud storage; and
- Highest security stands through cloud-based platform.

d. Platform Hosting

The System is to be “hosted, that is, placed on cloud-based, Infrastructure-as-a-Service (IaaS) solutions (i.e., Amazon Web Services, Azure, Rackspace, etc.).

Contractor will use a hosted solution, which meets the minimum criteria for data privacy and security industry standards (e.g., SOC 2 compliance, ISO/IEC 27001 certified, and/or FedRAMP certified) and also meets the minimum criteria in the City Information Security and Technology Policies available at https://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html

All private data that is sent over the internet should be secured with industry standard encryption.

Data from the hosted solution as a form of extraction or export of the original system must be accessible to the OCC upon request. The Contractor should specify how the data may be extracted, including:

- The frequency that this data can be made available and refreshed;
- The format of the data, such as Comma Separated Values or database export; and
- Specify records that would not be available in the extract, such as log information.

The Contractor will provide a hosted service that automatically backs up all System data (e.g., databases, published meetings, media, and attachments). This process will be completely automated so no user interaction is necessary.

This redundant backup service will provide a daily incremental and weekly full back-up of all data.

During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables and City Data, finding or information while in the possession of Contractor or its subcontractors. Any such lost or damaged Deliverables, City Data, findings, or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction.

D. Professional Services

The Contractor will provide the following maintenance services:

e. Maintenance

i. Adaptive Maintenance

Adaptive maintenance is any website or application maintenance activity required to modify the System to cope with changes in the website or application environment, operational conditions, or changing business volumes. It may include but is not limited to:

- a.** Responding to ordinance or other regulatory changes;
- b.** Responding to changes in business rules, policies or procedures;

- c. Maintaining current releases of third party software; and
- d. Adding or modifying interfaces to third party systems.

ii. Corrective and Emergency Maintenance

Corrective and emergency maintenance is any website or application maintenance activity that is required to correct a past, present, or potential failure. A System failure in this sense is defined as any repeatable instance where the System in deployment does not mirror to the System as designed. Also known as “bug fixing,” this activity may consist of repair, restoration, or replacement of any application component. It includes the diagnosis, analysis, and troubleshooting and remediation tasks associated with finding and fixing problems and restoring service when it is degraded or disrupted. A critical aspect of the analysis includes assessing the severity and overall impact of a bug as it relates to the overall system functionality as well as the overall business operations.

iii. Perfective Maintenance

Perfective maintenance is any website or application maintenance activity that implements new or changed user requirements which result in functional enhancements to the website or application. This may include but is not limited to:

- a. Functional improvements to improve business processes;
- b. User experience and usability changes to improve stakeholder interactions;
- c. Identifying potential issues or trends, and then defining, recommending and implementing actions to address them;
- d. Taxonomy improvements;
- e. Reporting changes to improve business planning and decision making.

iv. Preventative Maintenance

Preventative maintenance as any website or application maintenance activity that selectively replaces or overhauls website or application components in order to mitigate or reduce the risk of a future system failure, and to improve the stability of a system over time. This may include, but is not limited to:

- a. Restructuring code to improve stability;
- b. Applying security patches to infrastructure and third-party products;
- c. Proactively monitoring and tuning system performance;
- d. Replacing embedded code with configurable parameters;
- e. Creating administrative tools to simplify and externalize system controls; and
- f. Conducting or responding to vulnerability scans with remediation changes.

2. Miscellaneous Feature Development

i. Structured Template Support

The Contractor will offer a solution that will allow for the OCC staff to easily configure document templates and produce standardized structured templates intended to improve the usability, consistency, and accuracy of legislative submissions while eliminating confusion surrounding required information.

Templates that will be created include, but are not limited to, the following:

- Legislation;
- Meeting Agenda;
- Meeting Notice;

- Meeting Notice/Agenda;
- Journals of Meeting (Minutes)/Journals of Proceeding;
- Journal Index;
- Annual Index; and
- City Council Related Reports.

The solution should allow for easy use of configurable document templates and related data into the System. The solution should also allow the City Council Committee members and OCC Staff the ability to generate agendas and notices with one click.

As support, the Contractor will provide ongoing support for the creation and ongoing management of this feature.

ii. Solution Documentation

The Contractor will provide diagrams according to modeling and documentation standards (e.g., Unified Modeling Language (UML) and Business Process Model and Notation (BPMN)) that will best meet the needs of the OCC given current document processing requirements and the requirement described herein the Scope of Services.

iii. Ongoing System Enhancements

Ongoing System enhancements is any System development activity that improves the System so as to increase its usability by stakeholders. This may include but is not limited to:

- Functional enhancements;
- UX and UI enhancements that improve usability by stakeholders;
- City data/application integration;
- Scanning enhancements;
- Increasing the number of structured documents supported by the System;
- Increasing the number of web forms and corresponding structured document types supported by the System;
- Enhancements in document flagging for quality assurance;
- Taxonomy enhancements;
- Automated tagging enhancements;
- Searching enhancements;
- Document tracking enhancements; and
- System automation enhancements.

The Contractor will specify software support budget for the future enhancements.

E. Support

1. End User Support

End User Support ("EUS") will include, but is not limited to, accepting communication of an issue from a System user, analyzing the symptoms, determining possible or definitive underlying problems, determining which actions might result in the resolution of the issue, and working with end users (or their representatives) to implement the proposed solution until either the issue has been resolved or a determination has been made by the EUS technicians that fundamental changes (see maintenance section above) need to occur so as to bring the application into compliance with client user expectations and requirements.

This support can include various resolution methods such as analyzing physical deployment issues, resolving username and password problems, uninstalling/reinstalling applications, verification of proper hardware and software set up, and providing clarification on how to correctly use the application so as to meet the user's goals (i.e. ad hoc training and tips).

EUS must include documenting all identified issues and actions taken, as well as proactively communicating known issues to users. As part of EUS, the Contractor will be required to use a ticketing system to manage all aspects of End User Support, such as receiving tickets, documenting the work history, internally assigning tickets within the Contractors' ranks, or where appropriate, assigning tickets to other departments, and upon resolving the issue, close the ticket out.

2. System Documentation

System documentation work will include documenting the System according to modeling and documentation standards such as Unified Modeling Language (UML) and Business Process Model and Notation (BPMN), or validating documentation created by OCC technology staff, City technology staff, or some combination thereof. These documents will be hosted by the Contractor and will be shared with the OCC.

3. Specialized Technical Service

At various times during the application/business lifecycle, there will be specialized functions that the Contractor will need to perform related to the technological solution which OCC business users cannot perform on their own, for a variety of reasons. These reasons can include, but are not limited to, the following:

- Application suite does not provide user interface to perform function;
- Users do not have requisite permissions to perform function;
- Users do not have expertise to perform the task; and
- Users do not have time to perform the task due to operational/resource constraints.

4. Data Clean Up and Migration Support

The contractor will be responsible for any data clean up and migration support needed in the development and maintenance of the System.

During the initial procurement and installation of the current legislative management platform, many customizations were made to align with the process of the OCC.

These customizations impact the way in which data is stored as data fields were repurposed in an attempt to align the current legislative management system with OCC processes. These repurposed fields no longer map correctly to the database making the normalization of data difficult, and complicate the use of features that require the data (e.g. search).

Also, due to these customizations the OCC does not receive many platform updates.

5. Tools and Software Interoperability Support

The System requires various tools and software combinations to be maintained, updated and enhanced in order to maintain tools and software interoperability. These tools may be owned, licensed or managed by the Contractor and access granted to the OCC staff and other designees as needed.

6. Testing

The Contractor will develop a test management plan, which will identify what levels of testing will be conducted, how and when the testing will occur, who will participate in testing, and how issues will be tracked and resolved. The Contractor will develop test scripts based on function lists derived from these requirements and develop comprehensive test plans from the detailed design. The Contractor's team will work with stakeholders to define success factors for final acceptance testing.

The specific testing criteria will vary by the functionality implemented in each phase. In every phase, the Contractor's project team will develop testing criteria and complete verification prior to access by OCC staff. Testing scenarios will be reviewed in advance with the OCC's technology staff, or their designee. Testing progress and results will be tracked on the project management website.

The Contractor will define system testing scenarios to test a number of aspects of the implementation, including, but not limited to the following:

- Usability of configured workflows;
- Usability of structured templates;
- Integrity of multiple document submission options;
- Integrity of security role definitions;
- Integrity of data content and metadata conversion; and
- Integrity of functionality.

OCC staff testing

OCC staff will have the opportunity to conduct Acceptance testing on all newly introduced features.

F. Training

The Contractor will provide a subject matter expert of the System provided to perform multi-session training during business days (CST). The Contractor will provide hand-outs (in PDF and Word format), prepare training materials, and presentations. Training courses and presentations will include teaching the fundamental basic operation and administration of the System.

Quarterly training will be made available for the System's user groups. Training will include System feature demonstration, City specific workflows, policies, and relevant System training.

Training materials will be created for, and made available to, each specific user group at the City (i.e., OCC staff, Aldermanic and City Department staff, etc.). The Contractor will customize training materials so as to be most effective with each specific user group.

The Contractor will deliver training and System knowledge to City user groups through a variety of methods.

- Live Webinar Training Classes – Webinar classes will be provided by the Contractor using on24 (www.on24.com) and/or similar virtual training/webinar platform. These classes will consist of a minimum of one (1) instructor and up to 100 users and will be made available on a quarterly basis. Classes should be a minimum of two hours and a maximum of three hours long, and grouped by user group type to ensure that learners have appropriate topics, interactions, and training materials.

- On Site Train-The-Trainer Sessions – Train-the-trainer sessions are hands-on, interactive sessions with a maximum of ten (10) users in one session and will be made available on a quarterly basis. These sessions should be a minimum of three hours and maximum of four hours.
- User Manuals and Documentation – Documentation will be customized to the OCC's System. Documentation is segmented into specific tasks so users can get the information they need quickly. All documentation will be available in PDF format to facilitate web posting and downloading.

G. Two Years Cloud Hosting

- The City Clerk Office will need regular back end work done to maintain the content and structure of the application components. This includes establishing a regular and reliable point of contact via phone and email During City working hours.
- The Contractor should provide multiple in person, over the phone, and webinar trainings to the site administrator to familiarize staff with application updates.
- The City Clerk will need regular in-person and over the phone meetings with the Contractor as needed.
- The Contractor will provide City Clerk Office Two Years Application solution and Data hosting.

H. Application Cloud Hosting

- Describe available and recommended options.
- Describe the number of data centers and locations. City Clerk requires at least two (2) geographically diverse data centers;
 - Data centers must meet tier III Standards addressing:
 - Hardware redundancy;
 - Power redundancy;
 - Telecommunication redundancy; and
 - Building Integrity (HVAC, Security, Fire Suppression, etc.).

I. Backup and Recovery

- Describe in detail the proposed automatic backup and recovery capability for the system and applications, ensuring continuous operations without interruption or degradation of services including at minimum the following information:
 - Overview of the overall plan/strategy to:
 - Backup and recovery; including,
 - Backup and recovery testing.
 - Incremental and full back up capabilities with zero disruption to operations (99.9 availability);
 - Backup and Recovery Plan Execution procedure,
 - Key tasks;
 - Testing frequency;
 - Results reporting;
 - Key roles and responsibilities for City Clerk and selected Contractor;
 - Proposed Recovery Time Objective (RTO) and Recovery Point Objective (RPO)

- In the event of a technology or other failure at the primary processing center, selected Contractor should state if the alternative system can meet the System's requirements, for which City Clerk's use should be identical regardless of which location is processing City Clerk's work. If the selected Contractor cannot meet this requirement, it must state its proposed tiers.
- Crisis management procedure including but not limiting to expected;
 - Steps,
 - Communication plan; and
 - Escalation list.
- Contractor must provide City with any requested backup of the City Data upon a notice of twenty-four (24) hours from the City.

J. Incidence Response

- Selected Contractor may include a full Incident Response Policy and/or related Plan as an attachment. In response to this section, the proposal must state the selected Contractor's approach to meeting the following data security incident response requirements:
 - Maintenance of the selected Contractor's Incident Response Plan;
 - Conformance of such plan to Illinois Personal Information Protection and the breach notification laws of the fifty states;
 - City Clerk's right to review, approval and reasonable modification to selected Contractor's Incident Response Plan;
 - Selected Contractor's approach to provide detailed reports on the nature of incidents and identified data lost or stolen;
 - Selected Contractor must describe its plan to address incidents and data breaches in alignment with the following requirements. For events within the control of the selected Contractor, the selected Contractor is expected to:
 - Immediately notify City Clerk of incidents and breaches;
 - Identify immediate plan of action to mitigate further incident progression;
 - Identify protection measures for affected individuals; and
 - Provide outbound and inbound incident-related communications, as requested and directed by City Clerk.

K. Data Ownership, Retention, Intellectual Property

- Contractor must meet the following data-related system requirements:
 - All data, including backups and copies thereof, shall remain the sole property of the City.
 - All data shall be treated as City's confidential information while the selected Contractor and its subcontractors have access or possession of the data.
 - Selected Contractor shall only use City data for the performance of the contract, except upon authorized and written approval of the City Clerk.
 - At all times and without restriction or additional costs, City Clerk shall be able to receive data, associated metadata, and reasonably granular subsets

thereof, as well as any associated files or attachments, from the system in a useable, encrypted format.

- Upon the termination of the contract and at City Clerk's written request, the selected Contractor shall destroy data, including backups and copies thereof, according the NIST standards or as otherwise directed by the City Clerk.
- The Website shall have the ability to retain City data in a manner that is searchable and capable of compliance with records retention laws and best practices.
- At no time may selected Contractor suspend or terminate City Clerk's access to data or the web site for past due accounts, excluding disputed amounts, less than one hundred and eighty (180) days old.
- Selected Contractor's deliverables are considered "works made for hire" or otherwise assigned to or owned by City.
- All content, (including documents, images, text and other coded content) that a posted to the public domain of the website shall be considered a public record, and as such must always be retained as property of the citizens of Chicago. Contractor must provide a proposed solution for archiving (for future review) anytime that major content items are added, deleted, or replaced.
- All Deliverables, City Data, findings or information in any form prepared, assembled or encountered by or provided to Contractor are property of the City, including all copyrights inherent in them or their preparation; provided, however, that Contractor and any third party shall retain ownership of any Contractor's Intellectual Property or Third Party Intellectual Property Rights (as the case may be) included in such Deliverable. In such a case of retained ownership of Intellectual Property Rights, Contractor will, and hereby does, grant City the right to use such Intellectual Property Rights necessary. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, City Data, findings or information while in Contractor's or any Subcontractor's possession, but Contractor is not responsible, to the extent that, any loss is due to deletions to City Data by City Users. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction.

L. Data Security and Compliance

- The selected Contractor must provide a reasonably detailed explanation as to how it will protect the City Clerk's application and data within each of the following additional data security categories. If selected Contractor determines any of the following requirements to be inapplicable, selected Contractor must state so and must also state the basis for determining each such requirement to be inapplicable:
 - Password Configuration (e.g., complexity, aging, etc.);
 - Authentication configurations (e.g., active directory, encrypted data exchanges, hash, etc.);
 - Encryption configurations (e.g., Multi-faceted authentication, symmetrical AES-256, asymmetrical RSA 2048, etc.) for both data at rest and data in motion;
 - Logging/Auditing capabilities (e.g., Verbose user tracking and reporting, etc.);

- Web Application configurations (e.g., SQL injection protection, buffer overflow, etc.);
- HIPAA, HITECH and the rules promulgated thereunder;
- Payment Card Industry standards, including but not limited to PCI DSS and PCI-PA-DSS;
- NIST 800-53, as revised;
- Section 508; and
- ISO 27001/27002 as revised.
- The selected Contractor must state whether the proposal possesses controls that comply with, or make it capable of complying with the following (If Selected Contractor determines any of the following requirements to be inapplicable, Selected Contractor shall state so and shall also state the basis for determining each such requirement to be inapplicable):
 - HIPAA, HITECH and the rules promulgated thereunder;
 - Payment Card Industry Standards, including but not limited to PCI DSS and PCI PA-DSS;
 - NIST 800-53, as revised;
 - ISO 27001/27002, as revised; and
 - Section 508.

M. Project Management Phases

This project will encompass the following high-level phases:

1. Planning and Design
 - Requirements Definition and Analysis
 - Process Identification and Prioritization
 - Software Platform Selection
 - Discovery and Planning
 - Technical Design
 - Technical Foundation
2. Development and Testing
 - Agile Development
 - Stage Testing Plan
 - Overall Unit Testing
3. Training and rollout
 - Change Management
 - User Training
 - Solution Stabilization
 - Build/Deliver Training Plan
 - Transition to Support Team
 - Knowledge Transfer

N. Platform and Systems Requirements

Please note that any hardware or software components to be proposed must comply with the City of Chicago Hardware and Software Standards. The latest version of these standards may be

accessed by using the following link:
https://www.cityofchicago.org/city/en/depts/doi/supp_info/hardware_softwarestandards.html

O. Quality Control Requirements

Contractor will be responsible for performing QA activities throughout the lifecycle of projects. Please provide full QA/QC Plan for all environments.

The plan should include the following parameters should include the following:

1. User Interface Testing (Cosmetic)
2. Performance Testing
 - 2.1 Ad-hoc Testing (Monkey Testing)
 - 2.2 Crash Testing
 - 2.3 Compatibility/Platform Testing
 - 2.4 Click-through Functionality Testing
3. Usability Testing
4. Regression Testing
5. Tracking Event Testing
 1. Counters
 2. Exist
 3. Timers

P. Staffing Skill Requirements

The Contractor will provide personnel capable of functioning in the roles set forth below and pursuant to the following minimum standards.

Role	Minimum Requirements
Project Manager	<ul style="list-style-type: none"> Responsible for the management, planning, controlling, executing, and closing of the project
Work Rule Automation Strategist	<ul style="list-style-type: none"> Completes analysis, assessment, workshops, training, and documentation Responsible for designing work rule automation Leads content migration with assistance from the Migration Specialist
Business Analyst and Quality Assurance Specialist	<ul style="list-style-type: none"> Responsible for business and technical analysis, requirements gathering, testing, quality assurance, test plan creation, and integration testing
Migration Specialist	<ul style="list-style-type: none"> Responsible for providing meta data in new system for past documents/archive
Interactive Producer	<ul style="list-style-type: none"> Captures and documents agreed upon web form creative business objectives, provides development timelines, leads creative team through the creation of the web form user experience requirements and responsive design Oversees web form standards and accessibility compliance Develops the content model, makes decisions regarding module
Web Architect	<ul style="list-style-type: none"> Develops the content model, makes decisions regarding module choices, and directs other developers regarding project coding methodology and implementation Responsible for database design and development, CMS backend architecture, and programming
Application Developer	<ul style="list-style-type: none"> Through the Discovery and requirements gathering process, develops the information architecture of the site, including sitemap and wireframes Responsible for all application development
Visual Designer	<ul style="list-style-type: none"> Guides client stakeholders through visual creative choices and provides graphical options from which to choose Designates and implements breakpoints to ensure the site is responsive
Solution Architect	<ul style="list-style-type: none"> Responsible for setup and support of AWS hosting
AI Deep Learning Specialist	<ul style="list-style-type: none"> Responsible to implement AI Machine Learning in project

Please note: a single person can fulfill multiple roles, if that is the Contractor's preference.

Q. Completion Criteria

To detailed transitional process with a lesson learned, testing and reporting outputs will validate completion. The criteria for completion of this project will be the completion of deliverables in a timely basis according the detailed project scope, followed by the client acceptance and approval of said deliverables.

The following will be delivered as part of the project:

- Functional Requirements document
- Technical Design Document
- City Clerk Update Document Management System per scope in section A.4
- User Acceptance Test Plan
- Training Materials

R. City of Chicago Resources

The Contractor will work closely with the Department of Innovation and Technology to ensure all application management procedures are adhered to and system designs and migration processes are completed accordingly.

EXHIBIT 2 COMPENSATION SCHEDULE.

Respondents must specify their costs for Professional/Technical Services in Cost and Calculation Detail column, for services outlined in Exhibit 1, Scope of Services of the RFP.

The City will process payment within 60 days after receipt of an invoice from Contractor. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

Please indicate the aggregate total cost for the delivery of the Services Specified in this RFP. The Contractor will perform a set of services for a fixed-fee. The City has provided a table below for some of these costs and has indicated that the respondents should submit cost proposals on a fixed-fee. Please submit the hourly rates for any services that are of a variable rate. Please provide cost proposals as specified in the Compensation Schedule below.

<u>YEAR ONE:</u>				
<u>Key Elements</u>	<u>Deliverable</u>	<u>Total One-Time Cost</u> (if applicable)	<u>Total Recurring Cost</u> (if applicable)	<u>Calculation Detail</u>
Application Development (fixed-fee)	Software/Platform Solutions			
	Data Architecture and Data Migration			
	API Solution			
	Hardware Solutions			
Feature Development (fixed-fee)	Structured Document Templates			
	Web Forms			
	Solution Documentation			
Maintenance (fixed-fee)	Adaptive Maintenance			
	Corrective and Emergency Maintenance			
	Perfective Maintenance			
	Preventative Maintenance			
Support (fixed-fee)	End User Support (EUS)			
	System Documentation			
	Specialized Technical Service			
	Hardware, Tool, and Software Support			

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<u>YEAR ONE:</u>				
<u>Key Elements</u>	<u>Deliverable</u>	<u>Total One-Time Cost</u> (if applicable)	<u>Total Recurring Cost</u> (if applicable)	<u>Calculation Detail</u>
	Ongoing System Enhancements			
	System Training and Testing			
	Backup and Recovery (fixed-fee)			
	Data Security and Maintenance (fixed-fee)			
Steaming and Archiving (fixed-fee)	Video Streaming and Archiving			
	Closed Captioning Services			
Hosting (fixed-fee)	Platform Hosting			
	Cloud Hosting			
	Application Cloud Hosting			
Total Year One Cost:				

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YEAR TWO:

<u>Key Elements</u>	<u>Deliverable</u>	<u>Total Recurring Cost</u>	<u>Calculation Detail</u>
Maintenance	Adaptive Maintenance		
	Corrective and Emergency Maintenance		
	Perfective Maintenance		
	Structured Document Template Support		
	Web Form Support		
	API Support		
	Email Submission Support		
	Data File Submission/Import Support		
	Preventative Maintenance		
Support	End User Support (EUS)		
	System Documentation		
	Specialized Technical Service		
	Data Clean up and Migration Support		
	Hardware, Tool, and Software Support		
	Ongoing System Enhancements		
	System Training and Testing		
	Backup and Recovery		
	Data Security and Maintenance		
Steaming and Archiving	Video Streaming and Archiving		
	Closed Captioning Services		
Hosting	Platform Hosting		
	Cloud Hosting		
	Application Cloud Hosting		
Total Year two Cost:			

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OPTIONAL YEAR THREE:

<u>Key Elements</u>	<u>Deliverable</u>	<u>Total Recurring Cost</u>	<u>Calculation Detail</u>
Maintenance	Adaptive Maintenance		
	Corrective and Emergency Maintenance		
	Perfective Maintenance		
	Structured Template Support		
	Web Form Support		
	API Support		
	Email Submission Support		
	Data File Submission Import Support		
	System Documentation		
	Specialized Technical Service		
	Data Clean up and Migration Support		
	Hardware, Tool, and Software Support		
	Ongoing System Enhancements		
	System Training and Testing		
	Backup and Recovery		
	Data Security and Maintenance		
Steaming and Archiving	Video Streaming and Archiving		
	Closed Captioning Services		
Hosting	Platform Hosting		
	Cloud Hosting		
	Application Cloud Hosting		
Total Year Three Cost:			

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OPTIONAL YEAR FOUR:

<u>Key Elements</u>	<u>Deliverable</u>	<u>Total Recurring Cost</u>	<u>Calculation Detail</u>
Maintenance	Adaptive Maintenance		
	Corrective and Emergency Maintenance		
	Perfective Maintenance		
	Structured Template Support		
	Web Form Support		
	API Support		
	Email Submission Support		
	Data File Submission /Import Support		
	System Documentation		
	Specialized Technical Service		
	Data Clean up and Migration Support		
	Hardware, Tool, and Software Support		
	Ongoing System Enhancements		
	System Training and Testing		
	Backup and Recovery		
	Data Security and Maintenance		
Steaming and Archiving	Video Streaming and Archiving		
	Closed Captioning Services		
Hosting	Platform Hosting		
	Cloud Hosting		
	Application Cloud Hosting		
Total Year Four Cost:			

**EXHIBIT 3
COMPANY PROFILE INFORMATION**

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

- (1) Legal Name of Firm: _____
- (2) Doing Business under Other Company Name?
If yes, Name of Company: _____
- (3) Headquarters Address: _____
- (4) City, State, Zip Code: _____
- (5) Web Site Address: _____
- (6) Proposed Role: ☐ Prime ☐ Subcontractor/Subcontractor ☐ 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 approach to providing Technology and Services Relating to the Legislative Management, Document Intake System with Ongoing Updates, Maintenance and Support for a client:

- (13) Briefly describe your firm's demonstrated experience implementing Legislative Management, Document Intake System with Ongoing Updates, Maintenance and Support:

EXHIBIT 4
COMPANY REFERENCES/CLIENT PROFILE INFORMATION

Submit a completed client profile information sheet for each company reference. Provide a minimum of three (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: _____
Number of Employees dedicated to this project: _____
- (8) Project Scope of Work/Goals: _____

- (9) Contract Award Date: _____ Cutover Date: _____
- (10) Initial Contract Amount: \$_____ Final Contract Amount: \$_____
- (11) Describe how the Legislative Management, Document Intake System with Ongoing Updates, Maintenance and Support goals were met. What was the outcome of the project? Attach additional pages, as necessary.

- (12) Discuss significant obstacles to implementation and how those obstacles were overcome:

- (13) Is the client still utilizing your company's Legislative Management, Document Intake System with Ongoing Updates, Maintenance and Support?

- (14) What was the cost structure of the contract?

EXHIBIT 5



CITY OF CHICAGO
Department of Procurement Services
Shannon E. Andrews, Chief Procurement Officer
121 North LaSalle Street, Room 806
Chicago, Illinois 60602-1284
Fax: 312-744-0010

MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

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

1.1. 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
10%	5%

(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-

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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.

1.2. 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

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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.

1.3. 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.

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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.

1.4. 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

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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.

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- 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.
- iv. 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.

1.5. 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.

1.5.1. 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;

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- 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.

1.5.2. 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.

1.5.3. 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 6.5., "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.

1.6. 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

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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 6.3., "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 6.5., "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.

1.7. 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.

1.8. Changes to Compliance Plan

1.8.1. 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:

- 3 Unavailability after receipt of reasonable notice to proceed;
- 4 Failure of performance;

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- 5 Financial incapacity;
- 6 Refusal by the subcontractor to honor the bid or proposal price or scope;
- 7 Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 8 Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- 9 The subcontractor's withdrawal of its bid or proposal; or
- 10 De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- 11 Termination of a Mentor Protégé Agreement.

1.8.2. 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.

1.9. 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.

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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 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.

1.10. 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 arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, 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.

1.11. 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.

1.12. 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

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 for subcontracting opportunities to connect certified firms.*

51st Street Business Association * 220 E. 51 st 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	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
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	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
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	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
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	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
Chatham Business Association Small Business Dev. * 800 E. 78 th 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	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@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes

<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: LarryIvory@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: grandevents1@sbcglobal.net Web: www.nomeonline.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p>Neighborhood Development Services, NFP * 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 * 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. 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 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. * 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) 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 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: ommonroe@themonroefoundation.org Web: www.themonroefoundation.org Maintains list of certified firms: No Provides training or businesses: Yes</p>	<p>US Minority Contractors Association, Inc. * 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 * 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. 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>
<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</p>	<p>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</p>

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.: 984153

Project Description: Technology and Services Relating to the Legislative Management, Document, Intake Systems with Ongoing Updates, Maintenance and Support

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

Dear _____:

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

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

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

Name of Company Representative	at	Address/Phone
--------------------------------	----	---------------

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

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

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

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

Sincerely,

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

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.

[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
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:

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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)

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

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this ____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

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

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

EXHIBIT 6

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

AND

ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR PROPOSAL (RFP) FOR TECHNOLOGY AND SERVICES RELATING TO THE LEGISLATIVE MANAGEMENT, DOCUMENT INTAKE SYSTEM WITH ONGOING UPDATES, MAINTENANCE, AND SUPPORT FOR THE CITY OF CHICAGO, SPECIFICATION NO. 984153, 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 VB.11, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

1.5. PREPARATION CHECKLIST FOR REGISTRATION

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

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

1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION

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

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

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

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

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

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

1.7. EDS FREQUENTLY ASKED QUESTIONS

Q: Where do I file?

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

Q: How do I get help?

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

Q: Why do I have to submit an EDS?

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

Q: Who is the Applicant?

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

Q: Who is the Disclosing Party?

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

parent companies.

Q: What is an entity or legal entity?

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

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

A: "Person" means a human being.

Q: Who must submit an EDS?

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

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.

ATTACHMENT A

ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. 984153 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) _____, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: _____
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: _____

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

State of _____ (Affix Corporate Seal)

County of _____

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

Notary Public Signature: _____ (Seal)

EXHIBIT 7

CONTRACT INSURANCE REQUIREMENTS

Office of the City Clerk

Technology and Services Relating to the Legislative Management, Document Intake Systems with Ongoing Updates, Maintenance and Support

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 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 \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to 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 and other entities as required by City must be provided additional insured status with respect to liability arising out of Contractor's work, services or 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. Contractor'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, Automobile Liability Insurance must be

maintained by the Contractor with limits of not less than \$1000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. 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. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 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) Professional Liability – Errors & Omissions

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

6) Cyber Liability

Cyber Liability must be maintained with limits of not less than \$2,000,000 for each occurrence or claim. Coverage must include but not be limited to network security and privacy liability including computer or network system attacks (liability arising from the loss or disclosure of confidential information) privacy breach response coverage and costs, regulatory liability including fines and penalties, denial or loss of service, introduction, implantation, and/or spread of malicious software code, unauthorized access to or use of computer systems, theft of data, and no exclusion/restriction for unencrypted portable devices/media may be on the policy. The City must be named as

An additional insured and if policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

7) All Risk Property/Installation

All Risk Property/Installation Insurance must be maintained by the Contractor at replacement cost insuring all loss or damage to City of Chicago property including the the

City Clerk Office System/Network Equipment, computer hardware and software devices, materials, parts and supplies that are part of the Agreement during the course of design, development, replacement, rehabilitation, installation, modifications, maintenance, repairs and testing or repair while in the care, custody and control of Contractor. Coverage must include in transit offsite, damage resultant from faulty workmanship or materials, testing and mechanical–electrical breakdown. The City of Chicago is to be named as an additional insured and loss payee.

(Hosting Site If Applicable)

The Contractor is to provide evidence of All Risk Property Insurance to protect against loss of, damage to, or destruction of the property (Hosting Site) of Contractor that is part of this Contract.

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

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance: Contractor must furnish the City of Chicago, Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL. 60602, and the Office of the City Clerk, 121 N. LaSalle , Room 107, 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 Agreement, 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 Agreement. Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, 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 Agreement 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 Agreement. 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 Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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 Agreement. 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 Agreement shall be endorsed to state that Contractor's 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 Agreement 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 Agreement.

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

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 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 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 Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 8

CONTRACTUAL REQUIREMENTS RELATED TO HIPAA

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

1. Contractor must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Agreement or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Contractor must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Contractor must mitigate to the extent practicable any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
4. Contractor must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Contractor must ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
6. If the Contractor has PHI in a Designated Record Set then Contractor must provide access, at the request of the City, and in the time and manner designated by the City, to PHI in a Designated Record Set, to City or, as directed by City, to an Individual in order to meet the requirements under 45 CFR 164.524.
7. If the Contractor has PHI in a Designated Record Set then Contractor must make any amendments to PHI in a Designated Record Set that the City directs or agrees to pursuant to 45 CFR 164.526 at the request of City or an Individual, and in the time and manner designated by City.
8. Contractor must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, City available to the City, or at the request of the City to the Secretary, in a time and manner designated by the City or the Secretary, for purposes of the Secretary determining City's compliance with the Privacy Rule.
9. Contractor must document the disclosure of PHI and information relating to such disclosures as would be required for City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
10. Contractor must provide to City or an Individual, in time and manner designated by City, information collected which relates to the disclosure of PHI, to permit City to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
11. Contractor must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Agreement.
12. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic health information that it creates, receives, maintains, or transmits on behalf of the City as required by 45 CFR part 164.
13. Contractor must ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
14. Contractor must report to the City any security incident of which it becomes aware.

EXHIBIT 9

DATA POLICY/DATA WITH CONTRACTOR

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/doit/supp_info/initiatives_-_informationsecurity.html ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.

- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.
- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City,

specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.

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

EXHIBIT 10: CITY DATA POLICY – DATA CONFIDENTIALITY

1. POLICY

It is the policy of the City of Chicago that any entity that receives or encounters Protected Information must comply with the City Data Policy as set forth in this Article. Therefore, Contractor agrees to comply with the Policy, and agrees to inform and obtain the agreement to comply with this Policy from subcontractors of any tier, including, without limitation, entities that store Protected Information, or host applications that process Protected Information. For purposes of this Article, "Contractor" includes any subcontractor, entity that stores Protected Information, host application or any other entity that receives or encounters Protected Information.

2. DEFINITIONS

For purposes of this Article, the following terms shall mean:

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

"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.

3. INFORMATION SECURITY

Contractor agrees to the following:

A. General

Notwithstanding any other obligation of Contractor under this Contract, 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.

B. 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.

C. 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.

D. Where Data is to be Stored

All data must be stored only on computer systems located in the continental United States.

E. Requirement to Maintain Security Program

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

F. 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.

G. 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 Contract. 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.

H. 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.

I. Audit Findings

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

J. 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).

K. 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 Section C, "Minimum Standard for Data at Rest and Data in Motion" above, 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."

L. 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.

M. 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.

N. Data Re-Use

Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Contract. 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.

O. 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.

P. 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.

Q. 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.

R. 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 Department of Defense 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.

S. End of Contract Data Handling

The Contractor agrees that upon termination of this Contract 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 Contract or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.

EXHIBIT 11: 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: Technology and Services Relating to the Legislative Management, Document, Intake Systems with Ongoing Updates, Maintenance and Support
Specification #: 984153

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 12

**CITY OF CHICAGO
SAMPLE PROFESSIONAL SERVICES AGREEMENT (PSA)**

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

**Respondents are directed to review the provided Professional Services Agreement: filename:
[Spec984153_Exhibit_12.pdf](#)**