

## DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled "**Instructions for Non-Competitive Procurement Application**" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date Signature of Application Author
Office of the Mayor	Victoria Watkins	4-5323	12/16/15
Contract Liaison	Email Contract Liaison	Telephone	Annik
Yasmin Rivera	yasmin.rivera@cityofchica go.org	4-9991	Mayes

List Name of NCRB Attendees/Department	
Victoria Watkins	Office of the Mayor
Michael Rendina	
Yasmin Rivera	

Request NCRB review be conducted for the product(s)	s) and/or service(s) described herein.						
Company: William Filan							
Contact Person: Phone:	Email:						
William Filan312-832	2-4700 wfilan@earthlink.net						
Project Description: Legislative Consulting Services							
This is a request for:							
New Contract	Amendment / Modification						
Contract Type	Type of Modification						
🛛 Blanket Agreement 🛛 Term: (# of mo)	☐ Time Extension ☐ Vendor Limit Increase ☐ Scope Change						
Standard Agreement	Contract Number: 26602 Specification Number: 105182 Modification Number:						

Department Request Approval	Recommended Approval	~ 7
DEPARTMENT HEAD OR DESIGNEE	Buch Bond	APR <b>1 1 2016</b>
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON	DATE
PRINT NAME	Rich Butler	_
PRINT NAME	PRINT NAME	
(FOR NCRB USE ONLY)	Approved   Rejected	
Recommend Approval/Date: 3/25/16		- 1
Return to Department/Date:	( mail ()	111,116
Rejected/Date:	CHIEF PROCUREMENT OFFICER	$-\frac{4/11/11}{DATE}$



## DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

## Justification for Non-Competitive Procurement Worksheet

## PROCUREMENT HISTORY

1) For decades, the City of Chicago has contracted with several individuals to assist in the representation of the City at the state level. The City requires the services of a consultant with unique and extensive knowlegde of the State legislative process and the people that work within that process. As such, it is important to maintain outside representation continuously. Such a consultant will provide advice and insight regarding such matters and will further the City's interests in initiatives taking place at the state level.

2) Mr. Filan currently has an acitve contract with the city and has had one since 2006.

3) This contract was not made available through the competitive bidding process but was approved previously by the NCRB. William Filan has a stellar reputation and is uniquely qualified to provide such services based upon his background in state and city government and his significant and lengthy relationships and credibility with legislators.

4) Proprosals were not solicited due to the specific nature of the duties to be performed.

5) Mr. Filan's services are of the utmost importance and may be required for an unknown period of time.

6) The services under this agreement are extremely sensitive and the City requires a high degree of trust and confidence in the individuals who will perform them. It is inappropriate to put this kind of contract out to bid because of the highly specialized nature of the work.

### ESTIMATED COST

1) Mr. Filan current schedule of compensation under his contract; William Filan shall be paid for services performed under this Agreement at a montly rate of \$7,000.00. The contact is funded with finance general funds.

2. Therefore the annual costs to be paid to the Consultant by the City is \$84,000 per year. The cost is base on the current contract and the extension we are requesting. We are requesting a vendor limit increase of \$210,000 base on what is owed and future payments.

3) Current contract rates (\$7,000 per month), invoices billed and future monthly invoices has brought us to request the additional \$210,000.

4) N/A

5) Mr. Filan has kept his cost the same for the past 6 years.

### SCHEDULE REQUIREMENTS

1) The contract term is a two year Blanket term Agreement, that began on April 2012 through March 2014, with an option to extend the contract for two (1) year periods. The previous contract was extended April 1, 2009 through April 1, 2010, the second extension was exercised April 1, 2010 through April 1, 2011 and then extend April 1, 2011 until the end of the 2011 Spring Legislative Session.

2) It is difficult to outline the exact requirements and expectations in this area because of the complexity of the issues and processes in state government. Mr. Filan assists in the review of thousands of bills that are introduced in any given session and provides strategic advice on the multitude of issues facing the City. Additionally, it is very difficult to define requirements for the institutional knowledge that Mr. Filan brings into this role.

3) The Illinois General assembly has a calendar that is constrained by statutory dates. It is imperative to have a complete team in place especially as we prepare for the Spring Session and Mr. Filan is an integral part of the team.

4) The services under this agreement are extremely sensitive and the city requires a high degree of trust and confidence in the individuals who will perform them. It is inappropriate to put this kind of contract out to bid because



## DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

of the highly specialized nature of the work.

## EXCLUSIVE OR UNIQUE CAPABILITY

1) William Filan is uniquely qualified to represent the City's interest before state governmental bodies and to assist the City in forming strategies to influence the posture of state legislation, state regulations or other matters affecting the City. Mr. Filan has been involved in legislative process for 30 years and provides critical institutional knowledge, advice and direction to City officials and staff. He also has an in-depth understanding of how the budget process works. His relationship with key political leaders, as well as rank and file members, enhances the City's standing and provides direct access to decision-makers. Additionally, Mr. Filan has a keen understanding of the legislative process based on his many years on the legislative experience are invaluable to our team during a legislative process that changes quickly and is often on a need to know basis.

2) Mr. Filan is the only individual involved in this contract. He is outstanding in his field of expertise and brings highly specific experiences that broaden the effectiveness of the City's team in Springfield.

3) Mr. Filan brings a unique experience from his prior work in both the public and private sector at the state and local levels. As an independent contractor, he brings that knowledge and experience to the city's team. There are few people working in Springfield that possess similar experiences, and that specifically enhances the City's ability to be effective in Springfield.

Additionally, during these difficult budget times, it is critical to have continuity going forward. Mr. Filan has worked on several top-tier issues that the City will continue to work on in the immediate future including education reform, salestax sourcing, efforts to strengthen public safety, including issues related to the States gun laws. He has also worked on state budget issues and their impact on the City. Mr. Filan has worked on all of these issues in the past and his background will be critical for the city going forward.

4) The kinds of unique tools that Mr. Filan brings to this project are not tangible.

5) While in Springfield, the City team must work under incredible time constraints and deadlines. Having an individual, such as Mr. Filan, is indispensable to provide a direct line to decision-makers and senior staff to make quick progress on vital issues. Legislators, elected officials and their staffs do not have the time or resources to be experts on every issue and cannot possible keep up with the daily process of both the Senate and House. The countless legislative committees and amendments that are offered on a daily basis requires individual with experience protecting the City's interests. Mr. Filan's legislative expertise, strategic advice and reputation are critical to the City complex interests in Springfield.

6) N/A

7) No

8) N/A

OTHER

Approved and signed request to use personal services contractor



## DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

#### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

#### PROCUREMENT HISTORY

- 1. Describe the requirement and how it evolved from initial planning to its present status.
- 2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
- 3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
- 4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
- 5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
- 6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

#### **ESTIMATED COST**

- 1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
- 2. What is the estimated cost by fiscal year?
- 3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
- 4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
- 5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

#### SCHEDULE REQUIREMENTS

- 1. Explain how the schedule was developed and at what point the specific dates were known.
- 2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
- 3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
- 4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

#### EXCLUSIVE OR UNIQUE CAPABILITY

- If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and <u>Temporary Consulting Services Form</u>.
- 2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
- 3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
- 4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
- 5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
- 6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
- 7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
- 8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

#### MBE/WBE COMPLIANCE PLAN

\* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

#### OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

#### REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.



## **Project Checklist**

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Trocurement officer, c	ity Hall, Room ooo.	-									
Date: 12/29/2015		For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) Funding: Attach information if multiple funding lines; 2) Individual Contract									
Department Name:											000.00 or more,
Office of the M	layor		proval transr					ion Signature	-1R		
Requisition No:	Specification No:	*By signing this form, I attest that all fasi Kinen									
<sup>РО No:</sup> 26602	Modification No:	Project Title:				U					
Contract Liaison: Yasmin Rivera		Legisla	ative C	onsultir	ng Ser	vices					
Telephone: 312-744-9991		Project Descrip	tion:								
Email: yasmin.rivera@c	ityofchicago.org										
Project / Program Manager:		1									
Victoria Watkin	S	- "									
Telephone:		Fundin	-								
312-744-5323		Corpo	rate	Bond		Ente	erprise	Grant		Other:	
Email: victoria.watkins@	cityofchicago.org		Transit		IDOT/Highway		VA	☐ FTA		FAA	
Check One:		LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJEC	T RPTG	ESTDOLLAR AMOUNT
New Contract	-		016	0100	99	4401	0140	220140			\$110,000
By signing below, I attest the contract are true and accurate			016	0100	99	4401	9121	220000			\$100,000
Program Manager S	ignature		Purc	hase Or	der Tvp	e:		Sp	ecial App	rovals Red	quired:
MAKAO				lanket/Pur			3)		Emergenc		
*Commissioner/Authorized D	esignee Signature			laster Con							w Board (NCRB)
- h/V	)		🗆 s	tandard/O	ne-Time	Purchase		$\mathbf{X}$	Request fo	or Individual (	Contract Services
Purchase Order In	formation:	,	· · · · · · · · · · · · · · · · · · ·	Procurement Method:       Information Technology Governance         Bid       RFP       RFQ       RFI         Small Order       Information Technology Governance       Board (ITGB)							
Contract Term (No. of I	Months): 53 intotal	(6 mth	0 <u>–</u>								
Extension Options (R	ate of Recurrence):		·Ц°								
Estimated Spend/Val	ue: \$210	,000.00									
Grant Commitment /	Expiration Date:		Con	Contract Type:							
Pre-Bid/Submittal Co	onference: Yes	No		Architect Engineering Commodity JOC SBI							
Mandatory	Site Visit	÷		Image: Service state       Image: Service state <td< td=""></td<>							
X Modification of	or Amendment		Modification/Amendment Type:								
Modification Information:			Time Extension       Scope Change/Price Increase /Additional Line Item(s)         Vendor Limit Increase       Requisition Encumbrance Adjustment								
PO Start Date: 04/01/	2012										
PO End Date: 09/28/2016		Other (specify):									
Amount (Increase/Reduction	on):										
MBE/WBE/DBE Analy Setting Memo)	sis: (Attach MBE/WBE/DE	BE Goal									
Full Compliance       Contract Specific Goals         No Stated Goals       Waiver Request			lor Info:	Villiam	Filan						
Risk Managemen	t / EDS				Villiam						
Insurance Requiremen	ts (included) 🛛 🗹 Yes	No					uite 2800	Chicago IL (	60610		
EDS Certification of Filling (included) 🗹 Yes 🔲 No		<sub>E-mail:</sub> wfilan@earthlink.net									
				-	312-832						



## OFFICE OF MAYOR RAHM EMANUEL CITY OF CHICAGO

To: Jamie Rhee Chief Procurement Officer Department of Procurement Services

From: Michael Rendina Director of Legislative Counsel & Government Affairs Office of the Mayor Date: December 29, 2015

Re: William Filan LTD – PO 26602 – Vendor Limit Increase/Time Extension

I am requesting a vendor limit increase on the existing contract for William Filan LTD PO #26602 in the amount of \$210,000. I would also like to request the 181 calendar day extension option per the contract section 4.3. This would bring him current on outstanding invoices and future 2016 invoices.

As you may know we have several important issues pending before the State of Illinois. It is critical that the City have representation in Springfield and the firm listed above has the experience and knowledge of the legislative process as well as an understanding of the City's unique interests.

Thank you in advance for your consideration and please contact me if you need any additional information.

Revised

June 20, 2011

## City of Chicago

Secti	on I: General Contract Information
Department Name	Office of the Mayor
Department Contact Name	Yasmin Rivera
Department Contact Number	312-744-9991
Department Contact Email	Yasmin.rivera@cityofchicago.org
Contract Number	26602
Contract Subject Name	William Filan, LTD
Contract Initiation Date	4/1/2012
Original Contract Amount	\$168,000
Original Contract Expiration Date	03/31/2014
Budgeted amount for current year	S84,000
Year to date expenditure	
Are fundsX_OperatingCapit	alTIFGrant
What is the funding strip?	015-0100-0994401-0140-220140
	015-0100-0994401-9121-220140
	016-0100-0994401-0140-220140
If contract modification or task request	Yes
is approved, will department have	
enough funds to cover new expenditure?	
If no, what is the plan to address the short fall?	
Se	ection II: Contract Modifications
Complete this section if you are modifying	the value of an existing contract.
Contract Value Increase	\$210,000
New total contract amount	\$378,000
New contract expiration date	03/31/2016
Goods/services provided by this contract	Professional Services

Department of Procurement Services

City	of	Chicago	
------	----	---------	--

.

ŝ,

(

No
We need to modify this contract for a vendor limit increase and 181
calendar days - time extension per section 4.3, because Mr. Filan
provides critical guidance and strategic advice to the City of Chicago.
He currently has an existing contract and pending invoices.
The impact of denial will put us in a tough position because Mr. Filan
is completely savvy on the process, Members, and strategy knowledge
in general.
quest for Services to a Master Consulting Agreement
a request for services to a Master Consulting Agreement
\$
nent of Office of Budget and Management Analyst
Reason
08
K)
Reshma Soni

- 1. Consult with the City and its Departments on various matters, including, but not limited to, policy matters and legislative strategy.
- 2. Assist in developing strategies to approach the Illinois General Assembly and its leaders as well as the Illinois Executive branch and various state agencies on issues critical to the City.
- 3. Assist in the passage and enactment of state legislation favored by the City.
- 4. Provide information and background on legislation impacting the City of Chicago.
- 5. Provide information, background and guidance on budget issues as part of the State legislative appropriations process.
- 6. Provide the City with information about ongoing events and programs of interest to the City.
- 7. Assist in the development and communicate the City's position and posture on legislation to elected and appointed state public officials and staff.
- 8. Maintain open lines of communication with legislative leaders and their professional staff.
- 9. Assist the City in drafting, preparing and presenting state legislation; appear before state legislative committees representing the City's interest.
- 10. Review, analyze and comment on state legislative proposals, state regulatory proposals or other matters which may have a bearing on City policy or programs given by City departments, City officials and City employees.
- 11. Assist the City in all other projects, programs or initiatives concerning the City as needed.
- 12. Provide training for City team members as an introduction to the state Legislative process.

William Glunz

Deputy Director Legislative Counsel and Government Affairs

## EXHIBIT 1 SCOPE OF SERVICES

- 1. Consult with the City and its Departments on various matters, including, but not limited to, policy matters and legislative strategy.
- 2. Develop strategies to approach the Illinois General Assembly and its leaders as well as the Illinois Executive branch and various state agencies on issues critical to the City.
- 3. Provide guidance and counsel in the passage and enactment of state legislation favored by the City.
- 4. Provide the Mayor's Office and City departments with information and background on legislation impacting the City of Chicago.
- 5. Provide information, background and guidance on budget issues as part of the State legislative appropriations process.
- 6. Provide the City with information about ongoing events and programs of interest to the City including grant announcements, public policy and buget announcements impacting the City.
- 7. Consult in the development and communication of the City's position and posture on legislation to elected and appointed state public officials and staff.
- 8. Maintain open lines of communication with legislative leaders and their professional staff.
- 9. Assist the City in drafting, preparing and presenting state legislation; appear before state legislative committees representing the City's interest.
- 10. Provide guidance and comment on state legislative proposals, state regulatory proposals or other matters which may have a bearing on City policy or programs given by City departments, City officials and City employees.
- 11. Provide training for City team members as an introduction to the state legislative process.



## OFFICE OF MAYOR RAHM EMANUEL CITY OF CHICAGO

To:	Jamie Rhee Chief Procurement Officer Department of Procurement Services
From:	Michael Rendina Director Mayor's Office of Legislative Counsel and Government Affairs
Date:	January 21, 2016
Re:	William Filan – PO 26602

I concur with the consultant, William Filan, that there will be no stated goals for MBE/WBE participation resulting from the contract.

Thank you in advance for your consideration and please contact me if you need any additional information.

Suite 2800 321 North Clark Street Chicago, Illinois 60610-4764 Telephone 312.832.4391 Facsimile 312.832.4700

January 20, 2016

Mr. Michael Rendina Director Mayor's Office of Intergovernmental Affairs City of Chicago 118 North Clark Street Chicago, IL 60601

Dear Matt:

I have been involved in the legislative process for close to 40 years and have worked with the City of Chicago for 20 of those years. I am a problem solver that provides valuable institutional knowledge, advice and direction to your excellent staff and city departments. I assist in the reviewing of over 2500 bills that are introduced in any given session, and then follow many of these bills throughout the legislative session. I have established relationships with my peers, the legislative leaders and members of the General Assembly as well as the folks who run the various departments within the Executive Branch under the Governor.

I have extensive knowledge on the various public policy issues confronting the City of Chicago. I believe my strategic advice and legislative expertise are invaluable to your team during a legislative session that moves and changes quickly. I understand the budget process and the rules that run the legislative process in both the Senate and the House.

In the past, I have worked with your team to prevent laws from being passed that would be detrimental to the City. I have also worked closely with your team to make sure Chicago gets its fair share of state revenue. My strengths lie in constantly reviewing strategies and tactics for new and creative ways to help achieve your goals. I am aggressive, tenacious and very resourceful with ideas to protect the City's interests in Springfield.

As we all know, passing and defeating a law can be very cumbersome. Legislators do not have the time to be experts in every issue and cannot possibly keep up with the daily process of both the Senate and House. The countless legislative committees and amendments that are offered on a daily basis requires someone with the necessary experience to help protect the Mr. Michael Rendina January 20, 2016 Page 2

City's interests. This is a critical time for the City and I believe that I have and can continue to make a valuable contribution to the City of Chicago's legislative team. I believe that my professional experience and demonstrated talents in both the administrative and legislative areas, combined with my strategic advice, would continue to be a worthwhile endeavor. Once again, I look forward to the opportunity to work with your team.

Yours very truly,

Welha Fili

William Filan

-

Suite 2800 321 North Clark Street Chicago, Illinois 60610-4764 Telephone 312.832.4391 Facsimile 312.832.4700

# MEMORANDUM

10:	Michael Rendina, Director Mayor's Office of Intergovernmental Affairs				
FROM:	William M. Filan $\mathcal{WMF}$				
DATE:	January 20, 2016				

**RE:** Cost Proposal/Contract Renewal - Extension

My rate for representing the City of Chicago in Springfield on any contract extension would remain at \$7,000.00 per month.

Thank you.

× et 1

1.0

11

## EXHIBIT 2 SCHEDULE OF COMPENSATION

William Filan shall be paid for services performed under this Agreement at a monthly rate of \$7,000.00. Maximum annual compensation shall not exceed \$168,000.00.

Suite 2800 321 North Clark Street Chicago, Illinois 60610-4764 Telephone 312.832.4391 Facsimile 312.832.4700

January 20, 2016

Mr. Michael Rendina Director Mayor's Office of Intergovernmental Affairs City of Chicago 118 North Clark Street Chicago, IL 60601

## Re: MBE/WBE Waiver

Dear Matt:

I am writing to you concerning my proposed Legislative Consulting Contract with the Mayor's Office of Intergovernmental Affairs. Because I am a sole proprietor with no employees, I do not have any stated goals for any MBE/WBE participation and, therefore, am requesting a waiver.

Please call if you have any questions or need additional information. Thank you for your assistance in this matter.

Very truly yours,

Willen File

William Filan



## **CERTIFICATE OF FILING FOR**

## CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 80663 Certificate Printed on: 02/17/2016 Date of This Filing:02/17/2016 06:17 PM Original Filing Date:02/17/2016 06:17 PM

Disclosing Party: WILLIAM FILAN LTD Filed by: Mr. WILLIAM M FILAN Title:OWNER

Matter: Legislative Consulting Services Applicant: WILLIAM FILAN LTD Specification #: 105182 Contract #: 26602

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting

https://webapps1.cityofchicago.org/EDSWeb and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

97 This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any 39 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below. SBA. HARTFORD CASUALTY INSURANCE COMPANY **INSURER:** ONE HARTFORD PLAZA, HARTFORD, CT 06155 COMPANY CODE: 3 Policy Number: 83 SBA LP3997 DV SPECTRUM POLICY DECLARATIONS ORIGINAL WILLIAM FILAN Named Insured and Mailing Address: (No., Street, Town, State, Zip Code) 321 N CLARK ST, STE 2800 C/O FOLEY CHICAGO IL 60610 04/28/15 04/28/16 1 YEAR From То **Policy Period:** 12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire, Name of Agent/Broker: MESIROW INS SERVICES INC/BBT/PHS Code: 551324 Previous Policy Number: 83 SBA LP3997 Named Insured is: INDIVIDUAL Audit Period: NON-AUDITABLE Type of Property Coverage: SPECIAL Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy. \$627 TOTAL ANNUAL PREMIUM IS:

Countersigned by

Sugar S. Castaneda

Authorized Representative

02/11/15 Date

08706

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Building: 001 Location: 001

321 N CLARK ST, STE 2800 CHICAGO IL 60610

#### **Description of Business:**

CONSULTANT - MANAGEMENT

Deductible: \$ 250 PER OCCURRENCE

#### BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

#### **BUSINESS PERSONAL PROPERTY**

REPLACEMENT COST	\$	2,600
PERSONAL PROPERTY OF OTHERS		
REPLACEMENT COST	NO	COVERAGE
MONEY AND SECURITIES		
INSIDE THE PREMISES OUTSIDE THE PREMISES	\$ \$	10,000 5,000

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

### PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO THIS LOCATION

SUPER STRETCH FORM: SS 04 74 THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.		
LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: FORM SS 40 93 THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION.	\$	50,000
INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR:	30	DAYS

08707

PROPERTY OPTIONAL COVERAGES APPLICABLE	LIMITS OF INSURANCE
TO ALL LOCATIONS	

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE COVERAGE INCLUDES THE FOLLOWING COVERAGE EXTENSIONS:

ACTION OF CIVIL AUTHORITY: EXTENDED BUSINESS INCOME: 30 DAYS

12 MONTHS ACTUAL LOSS SUSTAINED

30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO: MECHANICAL BREAKDOWN, ARTIFICIALLY GENERATED CURRENT AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDESTHE FOLLOWING EXTENSIONSHAZARDOUS SUBSTANCESEXPEDITING EXPENSES\$

MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY

IDENTITY RECOVERY COVERAGE FORM SS 41 12 \$ 15,000

50,000

50,000

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS FORM SS 05 09	\$4,000,000
GENERAL AGGREGATE	\$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 5,000
RETROACTIVE DATE: 04281999	

This **Employment Practices Liability Coverage** contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL COVERAGES

HIRED/NON-OWNED AUTO LIABILITY FORM: SS 04 38

\$2,000,000

## Form Numbers of Forms and Endorsements that apply:

SS	00	01	03	14		SS	00	05	12	06	SS	00	07	07	05	SS	00	08	04	05
SS	84	15	09	07		SS	01	23	12	11	SS	04	19	07	05	SS	04	22	07	05
SS	04	30	07	05		SS	04	38	09	09	SS	04	39	07	05			41		
SS	04	42	09	07		SS	04	44	07	05	SS	04	45	07	05			46		
SS	04	47	04	09		SS	04	74	09	07			78					80		
SS	04	86	03	00		SS	40	18	07	05	SS	40	93	07	05	SS	41	12	12	07
SS	41	51	10	09		SS	.41	62	06	11	SS	41	63	06	11	ΙH	10	01	09	86
SS	05	09	07	00		SS	05	47	09	01	SS	09	01	10	08	SS	09	06	10	08
SS	09	42	07	99		SS	50	19	03	12	IH	99	40	04	09	ΙH	99	41	04	09
SS	38	25	12	07		SS	83	76	03	12										
	ΙH	12	00	11	85	COME	PLET	re i	MAII	LING	ADDRES	SS								



## SUPER STRETCH SUMMARY

### SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch Coverage form SS 04 74 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 74 to determine the scope of your insurance protection.

The Limits of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

Blanket Coverage Limit of Insurance: \$150,000			
Blanket Coverages			
Accounts Receivable- On/Off Premises			
Computers and Media			
Debris Removal			
Personal Property of Others			
Temperature Change			
Valuable Papers and Records- On/Off Premises			

#### Coverage

#### Limit

	Liste Dusing a Developed Dusing the Limit
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers- Worldwide Coverage	\$ 10,000
Off Premises Utility Services – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 5,000
Sewer and Drain Back Up	Included Up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 25,000
Tenant Building and Business Personal Property	\$ 20,000
Coverage-Required by Lease	
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Limit
\$1,000,000
\$ 500,000
\$ 500,000
\$ 25,000 aggregate/ \$1,000 per item
\$ 25,000
\$ 25,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

Coverage	Limit
Extended Business Income	90 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included



## **IMPORTANT NOTICE TO POLICYHOLDERS**

To help your insurance keep pace with increasing costs, we have increased your amount of insurance going giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.



## THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

\$

## SCHEDULE

### **Terrorism Premium (Certified Acts):**

\$12.00

### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended ("TRIA"), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for certified acts of terrorism under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

# B. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 85% of that portion of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

#### C. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

D. All other terms and conditions remain the same.

## Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us at least 3 days prior to the scheduled withdrawal date at the telephone number shown below.
- If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account
  may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including
  the initial renewal installment, will be the same throughout the policy term helping you better manage cash flow.
  Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued
  for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based
  on the payment plan you selected, which includes a higher initial installment amount.
- If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- One bill convenience -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

## You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide *how* your payments are made ...

- **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- Pay Online: Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- Pay by Check: Send a check with your remittance stub in the envelope provided with your bill.
- o Pay by Phone: Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number: 1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.

#### WILLIAM FILAN



#### 321 N CLARK ST, STE 2800 C/O FOLEY CHICAGO IL 60610

Policy Number: 83 SBA LP3997 Renewal Date: 04/28/15

Thank you for being a loyal customer of The Hartford.

#### # 1: Your Hartford Policy

Enclosed are renewal documents for your policy, which is scheduled to renew on 04/28/15. Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

#### # 2: Your Business Insurance Coverage Checkup

Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:

- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?
- Has there been any increase/decrease in your company's payroll or sales?
- Have you added or eliminated any vehicles used in your business operations?
- Are the bill plan and deductible on your policy right for your business?

During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs. Here is all you need to do:

- Call toll free (866) 467-8730, and select our renewal review service option any weekday from 8 A.M. to 6 P.M. EST and request your business insurance check-up.
- To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.

#### # 3: Servicing Your Needs

To login or register for our Online Business Service Center, go to <u>www.thehartford.com/servicecenter</u> where any time, day or night you can:

- Pay your bill, view payment history and enroll in Auto Pay
- Request Auto ID Cards and Certificates of Insurance
- View electronic copies of billing and policy documents and sign up for paperless delivery

#### # 4: If You've Had A Loss or Accident... Report It Immediately

We want to help! Contact us as quickly as possible at 1-800-327-3636.

Representatives are available 24-7 to assist in helping you recover from your loss.

On behalf of **MESIROW INS SERVICES INC/BET/PHS** and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely, Your Hartford Team



## **MPORTANT NOTICE TO OUR POLICYHOLDERS**

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. <u>YOU SHOULD RETAIN ALL OF THESE</u> DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.

THE HARTFORD 3600 WISEMAN BLVD. SAN ANTONIO

TX 78251

225

1 .....

WILLIAM FILAN

- 8

321 N CLARK ST, STE 2800 C/O FOLEY

CHICAGO IL 60610

×2000283F53631077€ 08100