



**CITY OF CHICAGO DEPARTMENT OF FINANCE**

**REQUEST FOR PROPOSAL (RFP)**  
**for**

**Department Enterprise Risk Management (“ERM”) Consulting Services**

**Specification Number: 1267708**

**I. INTRODUCTION**

In accordance with the City of Chicago’s Municipal Code of Chicago (“MCC”), Article II. Financial Accounts and Reports, subsection 2-32-205, et. seq., the City Comptroller is hereby requesting the submission of proposals from qualified and experienced ERM Consulting firms (“Respondents”) in response to and in accordance with the RFP process as set out below. Accordingly, the City of Chicago (“City”), acting through its Department of Finance (“DOF”), is issuing this RFP.

Further, Respondent agrees to perform the Exhibit 1 Scope of Services and Time Limits of Performance in accord with the City’s current ERM framework.

Whereas the 3-month term of engagement pursuant to this RFP is described below, the City intends to award one contract to the one Respondent selected for award (“Contractor”) in accordance with the evaluation process pursuant to this RFP process.

**II. PROJECT TIMELINE**

The City anticipates that the Exhibit 1 Scope of Services and Time Limits of Performance to be provided under a contract awarded in accordance with requirements set out in this RFP will be completed within 3 months from the date of a Notice to Proceed letter sent from the Comptroller to the Contractor, following contract execution.

Although the actual effective date of the contract shall not be determined until after negotiations of final terms and conditions of the contract have been agreed upon and executed by the City and Contractor, the City currently anticipates work to begin no later than mid-April 2023.

Table 1, below, sets out estimated targeted dates, albeit subject to change, for various milestones for this project.

**Table 1 Timeline Milestones – Subject to Change**

Key Activity	Target Date
City Advertises RFP	Wednesday, March 15, 2023
<b>Proposals Due Date</b>	<b>Tuesday, March 28, 2023</b>
Evaluations Completed by	Thursday, March 30, 2023
Selection of Consultant	Monday, April 3, 2023
Finalization of Agreement	Monday, April 10, 2023
<b>Notice to Proceed</b>	<b>Tuesday, April 11, 2023</b>
Memorial Day Holiday	Monday, May 29, 2023
Juneteenth Day Holiday	Monday, June 19, 2023
Independence Day Holiday	Tuesday, July 4, 2023
<b>Estimated Project Completion Date</b>	<b>Monday, July 10, 2023</b>

If the Proposal Due Date is required to be changed, that change shall be made in accordance with the Addendum process, described below in Section III, under “Addendum and Clarification Process”.

### III. GENERAL RFP INSTRUCTIONS AND PROCEDURES

#### How to Obtain RFP Documents

The RFP and related documents as well as any addenda and/or clarifications, if any, can be downloaded at the DOF website at the following URL:

<https://www.chicago.gov/city/en/depts/fin.html>

Scroll all the way down the page, then click on: “Most Recent News (Finance),” then click on the March 15, 2023 link to the title of this RFP and any related documents as applicable.

In the event additional information, addenda, clarifications, changes, or additions may be required in order to amend or supplement the RFP, such information shall be posted at the above site.

Under no circumstances shall the failure to obtain the RFP documents, clarifications, and/or any related addenda, if any, relieve a Respondent from being bound by such additional information, terms, and conditions set out in any addendum contained therein, during the RFP process. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against awards made pursuant to this RFP.

#### Communications via Email Only

Unless as may otherwise be provided, Respondents must communicate in writing only, at the following email address:

[Steven.Sakai@cityofchicago.org](mailto:Steven.Sakai@cityofchicago.org) with copy to: [Teri.Davis@cityofchicago.org](mailto:Teri.Davis@cityofchicago.org).

There must be no other communication with respect to this solicitation and this RFP process, in person, in writing (except via the email address above), by phone, or otherwise, between a Respondent or Respondent's designee to City personnel, City-elected officials or their staff members, or any other person in a position to influence the decision of the recommendation to award a contract, at any time during the RFP process, except at times specified, or as is expressly allowed for during this RFP process.

Communication by a Respondent or its designee with anyone in an attempt to influence the awarding of a contract pursuant to this RFP may be considered grounds for the Respondent to be disqualified.

A Respondent who deviates from any of these restrictions is subject to immediate disqualification from this RFP process.

#### **Questions and/or Requests for Clarification**

Questions and/or requests for information or clarification concerning this RFP must be made in writing and sent to email address:

[Steven.Sakai@cityofchicago.org](mailto:Steven.Sakai@cityofchicago.org) with copy to: [Teri.Davis@cityofchicago.org](mailto:Teri.Davis@cityofchicago.org).

The City will provide its response to all questions and requests for clarifications, if any are received, via the Addendum and Clarification Process (described below).

The Respondent understands that after the City provides its response to the questions via an addendum, the Respondent may have a subsequent round of questions or requests for clarification. In the event there should be a subsequent round of questions requiring answers, the City may elect to set a deadline after which no further questions or requests for clarification shall be considered.

#### **Addendum and Clarification Process**

DOF shall post any changes or clarifications made relating to this RFP, if applicable, including all questions asked and answers provided by the City, if any, by posting all such information in a file that can be downloaded at the URL. (See Section III, above under: How to Obtain the RFP Documents.)

#### **Transparency**

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

### **IV. PROPOSAL SUBMITTAL - REQUIRED CONTENT**

Respondent must structure its Proposal submittal in accordance with the instructions set out below.

The Proposal shall contain the following information at a minimum. Proposals not containing the information as requested in this section may be deemed incomplete.

A table of contents or tabs with the same sections and numbering scheme as listed below should be utilized to organize the response.

**1. Executive Summary Cover Letter**

The Respondent must provide an executive summary indicating its commitment to provide their proposed solution based on its understanding of the requirements of the services described in Exhibit 1 Scope of Services and Time Limits of Performance.

The executive summary should be signed by an authorized representative of the Respondent and be addressed to:

Reshma Soni  
City Comptroller  
City of Chicago Department of Finance  
121 N. LaSalle Street – Suite 700  
Chicago IL 60602-1246

**2. Statement of Work (“SOW”)**

The Respondent must provide a detailed SOW, describing its proposed approach to providing each of the requirements set out in Exhibit 1 Scope of Services and Time Limits of Performance.

NOTE: In the event the Respondent is selected for contract award, the proposed SOW and Compensation Schedule shall be subject to change pursuant to any post-selection-phase negotiations, including adoption of any boilerplate terms and conditions as may be required by the City.

**3. Cost Proposal**

See Exhibit 2 - Compensation Schedule. Complete the Compensation Schedule based on an initial 3-month contract term. To the extent the estimated man-hours may vary during the initial implementation phase through the wind-down phase of this project, provide a projected scale of man-hour assignments over the 3-month engagement period.

The term of the contract may be extended beyond the initial 3-month engagement period if mutually agreed upon by both parties in accordance with the terms of the executed contract.

**4. Professional Qualifications and Specialized Experience of Respondent, Respondent Team Members, and Key Personnel**

A) Describe the general overall qualifications of the Respondent, in terms of its corporate identity, and how that larger/corporate structure shall provide support with respect to its individual “Team” members assigned to provide ERM services as described in Exhibit 1 Scope of Services and Time Limits of Performance.

- B) Provide no less than three (3) references from past and present clients – three total) whom the Respondent has provided or is providing an ERM program for, preferably involving a unit of government or public or private corporations similar in size and structure to the City and current contact information.
- C) Separately, identify the proposed staff and key personnel of those who will be dedicated to this project (the Respondent’s “Team”) to perform the services in accordance with the Exhibit 1 Scope of Services and Time Limits of Performance.

Also provide the names in Exhibit 2 – Compensation Schedule.

Include any subcontractors, where applicable.

- D) Provide a detailed response describing the qualifications and experience of the individuals composing the Respondent’s Team, with respect to the following:
  - i) Identify the designated Project Manager (the key person responsible for the day-to-day oversight and long-term management of the project from implementation to final termination of services).
  - ii) Indicate the title, role, and qualifications of each support staff, etc., and include the resumes of each such key person identified.
    - a. In addition to the resume, with respect specifically to the Exhibit 1 Scope of Services and Time Limits of Performance described herein, describe the level of experience in performing projects similar in scope, as applicable.
    - b. Describe the role of each proposed staff person during the 3-month period for this engagement.
  - iii) Indicate the capacity of the Team to perform the ERM services throughout the 3-month term of the contract.
    - a. Indicate their commitment to continue providing services during any unforeseen extension period beyond the 3-month period, to the extent as may be applicable.
    - b. Disclose if any of the Team members may be committed to serve on any other outside projects or engagements other than service to the Exhibit 1 Scope of Services and Time Limits of Performance described herein, any time during the 3-month term of the contract.
    - c. Disclose any of the Team members (or Team member’s corporate entity affiliates) who may be involved in any City-related matter that could be construed as a direct conflict of interest with respect to any aspects of this RFP or Exhibit 1 Scope of Services and Time Limits of Performance.

**5. Project Management**

Respondent must describe the overall implementation plan with respect to Exhibit 1 Scope of Services and Time Limits of Performance deliverables; beginning from the initial onset of work, through the 3-month engagement ending period; and approach towards managing this project during the initial start-up/implementation period, development phases, and wind-down phase.

A more detailed work plan will be developed and agreed to between the Contractor and City management, subsequent to award, in order to schedule necessary activities and confirm assignments with respect to each of the key deliverables.

**6. MBE/WBE Compliance Plan**

No MBE/WBE requirements shall be required for this engagement, to the extent that the total compensation for the contract is less than \$250,000.

**7. Economic Disclosure Statement and Affidavit (“EDS”) form**

Respondent shall complete Exhibit 4 – Economic Disclosure Statement and Affidavit (“EDS”) form; a separately attached PDF to this RFP.

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.

**8. Insurance**

For purposes of the RFP submittal requirements, the Respondent should include a statement to the extent that they can (or otherwise) comply with the City's insurance requirements described in Exhibit 3 – Insurance Requirements.

Prior to contract award, the selected Respondent will be required to submit a certificate of insurance with limits in the amounts specified in Exhibit 3 – Insurance Requirements.

**9. Compliance with City Terms and Conditions**

The Respondent must indicate any objections or its intent to accept the City's terms and conditions as set out in Exhibit 5 – Sample Professional Terms and Conditions (“PSA”); a separately attached Word-searchable PDF to this RFP.

## V. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals are due no later than 4:00 p.m. Central Time, on **Monday, March 27, 2023** (subject to change via Addendum).

Proposals must be emailed as a Word-searchable attachment to: [Steven.Sakai@cityofchicago.org](mailto:Steven.Sakai@cityofchicago.org) with copy to: [Teri.Davis@cityofchicago.org](mailto:Teri.Davis@cityofchicago.org). An email response shall be provided by DOF to confirm receipt of the Respondent's email, accordingly.

## VI. EVALUATION CRITERIA AND SELECTION

After the Proposal due date, a list of the responses received shall be recorded.

A copy of the Respondent's email and Proposal attachments shall be forwarded to the Evaluation Committee ("EC") for review.

The EC shall be composed of representatives from the City's Department of Finance, however other Departments may also be involved during the evaluation process, if needed.

The EC will evaluate the Proposal submittals to determine the degree to which each Respondent meets each evaluation criterion and all other requirements.

If necessary, the EC may request additional information, seek further clarification from Respondents, conduct interviews, and may also request an oral presentation from Respondents considered to be preliminarily qualified for possible recommendation of contract award at any time during the evaluation process.

The EC will review each Respondent's Proposal to determine award of contract based on the following evaluation criteria:

- 1) The best proposed solution for performing requirements set out in the: Exhibit 1 Scope of Services and Time Limits of Performance including the implementation plan and proposed staffing plan based on description of Staff by Title and Role;
- 2) Most favorable cost to the City based on the proposed Exhibit 2 – Compensation Schedule, and hours proposed for Staff;
- 3) Prior experience of proposed Staff with respect to conducting ERM programs and risk assessments for governmental entities, preferably governmental entities similar in size and complexity as is the City of Chicago;
- 4) The extent to which Respondent accepts the terms as set out in Exhibit 5 -Sample Professional Services Agreement ("PSA").

After completion of the evaluation process by the EC, a recommendation shall be submitted to the City Comptroller for consideration of a selected Respondent, or otherwise. If the City Comptroller approves the EC's recommendation of a selected Respondent(s), the City reserves the right to negotiate the final pricing, terms, and conditions of the contract for signature execution between the final/sole awardee "Contractor" and City Comptroller. If the City Comptroller rejects the EC's

recommendation, she may elect to proceed with any other option determined to be in the best interest of the City.

This RFP does not obligate the City to proceed with a contract award or to pay any costs incurred in preparation of a response to this RFP, or to procure or contract for further services. The City reserves the right to accept or reject any response received as a result of this solicitation or to cancel this solicitation in part or in its entirety.



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## **Exhibit 1- Scope of Services and Time Limits of Performance**

Generally, for this RFP, in accordance with the Exhibit 1 Scope of Services and Time Limits of Performance, the City requires Respondent to be willing and able to (i) provide a detailed risk assessment of public safety functions (the “project”); (ii) identify and evaluate risks associated with (i) above; and (iii) further the effective and efficient City administration’s stewardship of taxpayer dollars pursuant to the Contractor’s recommendations as relates to (i) and (ii) above.

To the extent that the Scope of Services as described below may be developed in greater detail during the contract negotiation period between the Contractor and City Comptroller, the Contractor must drive and provide the following key deliverables:

- 1) Provide the skills necessary for the training and knowledge-transfer to help stakeholders build a common understanding of risks specific to the project; and
- 2) Assist the City with a three-phase risk assessment during the 3-month term of the contract. The risk assessment will be conducted using the City’s existing ERM framework.
- 3) In regards to (1) and (2) above, the Contractor is required to provide, at minimum, the following ERM consulting services:

**Provide advice and recommendations to support the City in conducting a deep-dive risk assessment of the public safety functions (as determined by City leadership).**

### **Phase 1 – Identify and Refine Risks (approximately six weeks)**

- Review and analyze relevant policies, procedures and other documents to understand public safety missions and operations.
- Provide advice and recommendations to support the City in planning and delivering a series of workshops with key stakeholders to identify, assess, and document initial responses for identified risks
- Identify mission and business operations-related risks through interviews with approximately 12-15 stakeholders.
- Plan and execute facilitated workshops with stakeholders to collect risks and associated root causes, and generate agreed risk statements that outline causal factors and potential consequences.

### **Phase 2 – Assess and Prioritize Risks (approximately two weeks)**

- Conduct facilitated workshop(s) with stakeholders to: (1) consider the likelihood and impact of each identified risk; and (2) develop and validate a prioritized list of risks.
- Create a heatmap of identified risks

### **Phase 3 – Risk Response Planning (approximately four weeks)**

- Conduct facilitated discussions to develop initial risk response plans, identify accountable owners for each risk, and provide advice and guidance on governance and how risks are mitigated
- Conduct facilitated discussions with risk owners to determine existing and potential risk response activities and target closure dates/milestones for each identified risk

### **Deliverables to be provided:**

- ✓ Consolidated set of interview notes from all stakeholder interviews.
- ✓ Prioritized list of the identified risks with associated potential risk responses documented in a draft risk register. Note that risk scoring/prioritization will be the responsibility of the City.
- ✓ Heat Map of the identified risks.
- ✓ Consolidated list of risks with associated potential risk responses documented.
- ✓ Documented lessons learned from risk assessment.



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**Exhibit 2 – Compensation Schedule**

<b>Compensation Schedule for Contractor’s Staff</b>					
	<b>Title</b>	<b>Proposed Staff Person’s Name</b>	<b>Fully Loaded Hourly Rate</b>	<b>Estimated # of Hours</b>	<b>Total \$</b>
i					
ii					
iii					
v					
<b>Estimated 3-Month Sum Total</b>					<b>\$</b>

- 1) Indicate the Title of each of the Contractor’s proposed staff person assigned to this project during the 3-month engagement period.
- 2) Indicate the Name of Staff person assigned to this project.
- 3) Indicate the Fully-Loaded Hourly Rate of the Staff person. (NOTE: “Fully-Loaded” means inclusive of all material supplies, payroll costs, profit, and overhead.)
- 4) Indicate the Estimated Number of Hours each individual Staff person may be required to work for this project.
- 5) Multiply the Fully-Loaded Hourly Rate, by the corresponding Estimated Number of Hours proposed for each Staff person, to determine the Total for each Staff person.
- 6) Add-up the Totals of each Staff person, and indicate the sum in the Estimated 3-Month Sum Total cell, above.

**The hourly rates and estimated total hours may be negotiated together with the terms and conditions to be incorporated into the contract.**



### **Exhibit 3**

#### **Contract Insurance Requirements and Insurance Certificate**

**NOTE to Respondent:**

No certificate of insurance for the following insurance requirements are required to be included as part of your Proposal submittal package. However, compliance with the insurance requirements along with supporting certificates of insurance and any additional insured endorsements or other evidence of insurance as may be applicable, shall be required in the event of contract award.

#### **A. INSURANCE REQUIRED**

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

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)  
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 \$1,000,000 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 \$1,000,000 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) Professional Liability  
When any architects, engineers, construction managers or other professional Contractors 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 but not be limited to pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of Five (5) years.

- 5) Cyber Liability (Primary and Umbrella)  
Cyber Liability must be maintained with limits of not less than \$1,000,000 for each occurrence or claim. Coverage must be sufficiently broad to respond to the duties and obligations as is undertaken by Concessionaire in this Agreement and must include, but not be limited to, the following: invasion of privacy violations, information theft, release of private information, extortion and network security, breach response coverage and cost, regulatory liability including fines and penalties and credit monitoring expenses, denial or loss of service, unauthorized access to or use of computer systems, no exclusion/restriction for unencrypted portable devices/media may be on the policy and introduction, implantation, and/or spread of malicious software code and property damage liability in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the City that will be in the care, custody, or control of Concessionaire must also be included. The City must be named as an indemnified party or additional insured. Should the City be named as an additional insured and the policy contains an insured vs insured exclusion, the exclusion must be amended and not be applicable to the City.

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

- 7) Property  
Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

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

**B. Additional Requirements**

- i. Evidence of Insurance. Contractor must furnish the City, Chicago Department of Finance, 121 N. LaSalle Street, Room 700 – Attn: Contracts Coordinator, Chicago, IL 60602-1246, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the Effective Date of the 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.

- ii. 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.
- iii. 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.
- iv. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.
- v. Waiver of Subrogation. Contractor hereby waives its rights 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).
- vi. Contractor's Insurance Primary. All insurance required of Contractor under this Agreement must be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance procured or maintained by the City.

- vii. No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limits or restricts the Contractor's liabilities and responsibilities specified within the Agreement or by law.
- viii. 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.
- ix. 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.
- x. Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverages than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverages maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.
- xi. 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.
- xii. Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.
- xiii. Insurance required of Subcontractors. Contractor must 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 and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor and may be subject to approval by the City.

Contractor must 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. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

- xiv. 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 4 – Economic Disclosure Statement and Affidavit (“EDS”) form**

< < The EDS form is a separately attached PDF file, incorporated here by reference > >

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**Exhibit 5 -Sample Professional Services Agreement ("PSA")**

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