

**TARGET MARKET  
RESPONSES RESTRICTED TO CITY OF CHICAGO CERTIFIED MBE/WBE FIRMS IN THIS  
PARTICULAR AREA OF SPECIALTY**

**REQUEST FOR QUALIFICATIONS ("RFQ") FOR INFORMATION TECHNOLOGY AND  
RELATED SERVICES FOR VARIOUS  
SCOPE CATEGORIES**

1. Application Development, Support and Ongoing Maintenance
2. GIS Application Development, Support and Ongoing Maintenance
3. Database Support and Ongoing Maintenance
4. Data Warehouse and Business Intelligence Development and Support
5. Advanced Analytics and Analytic Computation
6. IT Infrastructure Design and Development
7. IT Management Consulting
8. Information Security

**Specification No. 121573**

Required for use by:

**CITY OF CHICAGO  
Department of Innovation and Technology**



This RFQ distributed by:

**CITY OF CHICAGO  
Department of Procurement Services**

All Qualifications and other communications must be addressed and returned by  
**August 29, 2014 at 4:00 p.m.** Central Time to:

Jamie L. Rhee, Chief Procurement Officer  
Attention: Tiheta L. Hinton, Senior Procurement Specialist  
E-mail: [Tiheta.Hinton@cityofchicago.org](mailto:Tiheta.Hinton@cityofchicago.org)  
Telephone: 312-744-2260  
Department of Procurement Services  
Bid & Bond Room - Room 301, City Hall  
121 North LaSalle Street, Chicago, Illinois 60602

A Pre-Submittal Conference will be held on **July 22, 2014 at 10:00 a.m.** Central Time,  
at City Hall, 121 N. LaSalle, **Room 1103**, Chicago, Illinois 60602.  
Attendance is Non-Mandatory, but encouraged.

**RAHM EMANUEL  
MAYOR**

**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**

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## EXHIBITS

- Exhibit 1: Sample Task Order Request Template
- Exhibit 2: Instructions for Scope Category Documents
- Exhibit 3: Application Development, Support and Ongoing Maintenance
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- Exhibit 8: IT Infrastructure Design and Development
- Exhibit 9: IT Management Consulting
- Exhibit 10: Information Security
- Exhibit 11: Primary and Subconsultant Respondent Profile
- Exhibit 12: List of Government Projects
- Exhibit 13: References
- Exhibit 14: Target Market Professional Services Master Consulting Agreement 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-2: Affidavit of Joint Venture (M/WBE)
  - 4. Schedule C-3: M/WBE Letter of Intent to perform as a Subconsultant, Supplier, or Consultant
  - 5. Schedule D-3: Affidavit of M/WBE Compliance Plan
- Exhibit 15: Online City of Chicago Economic Disclosure Statement and Affidavit and Appendix A (EDS) Instructions and Attachment A, Online EDS Acknowledgement
- Exhibit 16: Contract Insurance Requirements and Insurance Certificate
- Exhibit 17: Contractual Requirements related to HIPAA
- Exhibit 18: City of Chicago's Sample Master Consulting Agreement (MCA)

## REQUEST FOR QUALIFICATIONS (“RFQ”)

for

### Information Technology and Related Services

#### Specification No. 121573

## I. GENERAL INVITATION

### 1.1 Purpose of the Request for Qualifications

The City of Chicago (“City”), acting through its Department of Innovation and Technology (“Department”), invites the submission of Qualifications to provide consulting for Information Technology and Related Services. **All City of Chicago certified minority owned and women owned businesses are encouraged to respond to the Target Market version of this RFQ under Specification No.121573.** The intent of the RFQ is to identify companies that are qualified to perform services related to one or more of the following Scope Categories, which are described in further detail in the Scope section and attached exhibits:

1. Application Development, Support and Ongoing Maintenance
2. GIS Application Development, Support and Ongoing Maintenance
3. Database Support and Ongoing Maintenance
4. Data Warehouse and Business Intelligence Development and Support
5. Advanced Analytics and Analytic Computation
6. IT Infrastructure Design and Development
7. IT Management Consulting
8. Information Security

Companies with expertise and demonstrated experience in these areas, and with an interest in making their services available to the City of Chicago, are invited to respond to this RFQ. Companies can respond to one or more of the eight scope categories as described in further detail in the Scope of Services. All qualified firms are encouraged and invited to apply including without limitation, all those who have been previously awarded Master Consulting Agreements for Information Technology and Related Services. Further, any City of Chicago certified MBE/WBE firms who currently are not included in a City of Chicago pre-qualified MCA vendor pool for Information Technology and Related Services for Various Scope Categories are welcome to submit their Qualifications for one or more Scope Categories, as applicable.

The selected Respondent (hereinafter “**Consultant**”) awarded an MCA shall perform all tasks and functions associated with the Services as required in this RFQ for the applicable Service Category through a Task Order process described in this RFQ. The City reserves the right to award multiple contracts in one or more Service Categories to pre-qualified Respondents who pre-qualify for the MCA vendor pool based on their qualifications and specialized experience as a result of this RFQ.

**The City may award one or more Master Consulting Agreements in each Scope Category to qualified firms as a result of this RFQ, if in the opinion of the CPO the best interests of the City will be served.** The work contemplated is professional in nature. It is understood that the Consultant 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 Consultant under a contract awarded pursuant to this RFQ are confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval from the City. Any contract resulting from this document will require the Consultant to execute a statement of confidentiality.

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

## **1.2 Internet Access to this RFQ**

All materials related to the RFQ will be available on the internet at:  
[www.cityofchicago.org/bids](http://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 301, City Hall, 121 N. LaSalle Street in Chicago, IL 60602.

A Respondent who chooses to download an RFQ 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 Qualifications. 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 RFQ materials. If Respondent chooses to download and print RFQ document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by emailing [BidandBond@cityofchicago.org](mailto:BidandBond@cityofchicago.org) to register Respondent's company as an RFQ document holder, which will enable the Respondent to receive any future clarifications and/or addendum related to this RFQ.**

## **II. SUMMARY OF CHANGES TO RFQ PROCESS**

In the past, the City has issued RFQs and awarded contracts to selected Respondents. This RFQ includes some changes to the prior RFQs and are summarized below:

1. This is a new RFQ with revised scope categories and new categories. For evaluation purposes, each category now includes questions in two parts: a qualifier section and a detailed section. The qualifier section will have a few higher-level questions to determine overall competence for that category; the detailed questions are more specific and expand on the topics in the qualifier questions. Depending on the response to the qualifier questions, it is possible that the remaining detailed questions for that particular scope may be skipped. See Section IV.A for more information related to the description of each Scope Category.
2. Upon completion of the evaluation and selection process, the City of Chicago will

issue to each selected Respondent a final Master Consulting Agreement (“MCA”) for signature. Respondents are required to accept all terms and conditions as stated in the final Master Consulting Agreement as the City does not anticipate allowance of Agreement negotiation, except negotiation of compensation schedules for base contract term.

3. If awarded an MCA under a previous Target Market solicitation, certified vendors must respond to the new RFQ if interested in being pre-qualified in one or more of the 8 scope categories.
4. The City of Chicago seeks to build capacity and maximize business opportunities for companies who are currently certified with the City of Chicago as Minority Business Enterprises (“MBE”) and/or Women Business Enterprises (“WBE”) in various information technology areas of specialty relating to Scope Categories in Section IV A and Exhibits 3 through 10 of this RFQ. To accomplish this, the City of Chicago encourages qualified MBE/WBE firms who are currently certified with the City of Chicago to submit their Qualifications for the Target Market RFQ solicitation documents to be eligible for future projects identified as either “Target Market Task Orders”. DoIT in conjunction with other City Departments will identify specific projects that lend themselves to “Target Market Task Order” solicitation.
5. Respondents are encouraged to retain subconsultants in areas where the Respondent’s expertise is weaker. The City is not requiring Respondents to enter into agreements with specific subconsultants in this qualifying process; however, all minority and women owned business enterprise (MBE and WBE) requirements must be met, should the Respondent be qualified and work be awarded for that contract. Respondents acknowledge via response to this RFQ that the City reserves the right, based on Task Order Request description and solicitation, to increase or decrease the M/WBE compliance participation based on the available pool of City of Chicago certified Minority and Women Owned Business Enterprises. Acceptance of Anticipated City of Chicago Terms and Conditions and the final Master Consulting Agreement further stipulates Respondents agreement to abide by Task Order Request details, which will include the required level of M/WBE participation. The City will rigorously monitor this during the term of the contract.
6. Task Order Request documents may be sent to one or more pre-qualified Consultants awarded an MCA in a particular Scope Category. Due to the above change of not requiring committed agreements with subconsultants, including MBE and WBE firms, to perform such work, each Task Order Request must contain information regarding the qualifications of any proposed subconsultants. Task Order Request documentation related to M/WBE participation (Schedules C-3 and D-3) will be used as part of the City’s evaluation of Consultants qualifications to perform the Task Order services. A sample Task Order Request template is included as Exhibit 1. This is for the Respondent’s information only; no response is required. This template will be revised as needed for the specific project’s needs and technology changes.

### III. DEFINITIONS

**“Agreement” or “Master Consulting Agreement” (MCA)** means the contract, 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 as attached in Exhibit 18 of this RFQ and entered into between the Consultant and City of Chicago.

**“Consultant” or “CONSULTANT”** means the vendor(s) selected for a pre-qualified vendor pool pursuant to the City’s RFQ process and who are awarded an MCA for specific Scope Categories and thereby eligible to respond to Task Order Requests for specific Scope Categories.

**“Chief Information Officer” (CIO)** means the Chief Information Officer for the City of Chicago.

**“Chief Procurement Officer” (CPO)** means the Chief Procurement Officer for the City of Chicago.

**“Commissioner”** means the chief executive officer of the participating City of Chicago Department(s).

**“Comptroller”** means the chief executive officer for the City of Chicago, Department of Finance.

**“Department”** means the City of Chicago Department of Innovation and Technology, Department of Procurement Services or other participating City departments.

**“Respondent”** means the companies or individuals who submit their Qualifications in response to this RFQ.

**“Services”** means performance of all tasks, activities and deliverables associated with individual Task Orders as performed by qualified and licensed personnel of the Consultant for each applicable service category in Exhibits 3 through 10, Scope of Services.

**“Task Order Request” or (TOR)** means the solicitation document issued by a user department for a specific task or tasks pertaining to the scope of services required by the user department during the term of the Agreement. The Consultants will respond to the Department’s TOR by submitting a complete Task Order proposal for the Department’s review and approval.

**“Task Order”** means the individual project defined by the user department within the scope of the MCA and awarded to the selected vendor based on their Task Order proposal in response to a Task Order Request.

**“Qualifications”** means the documents submitted in response to this RFQ.

### IV. SCOPES OF SERVICES

#### A. Scope Categories

The needs for which the City wishes to qualify technology support vendors are grouped into eight categories as summarized below. Requirements are further detailed in the exhibits as

indicated at the end of each summary. Instructions for completion of the Scope Category Documents can be found in Exhibit 2.

- 1. Application Development, Support and Ongoing Maintenance:** This category includes development of computer applications and related databases using approved City technologies to be deployed primarily via the web, but also includes legacy mainframe-based enhancements and development or enhancement of reporting layers, such as Business Objects universes. The scope of activities can range from initial development and deployment, through enhancements and/or interfaces, and ongoing support for those applications, including help desk services and training.
- 2. GIS Application Development, Support and Ongoing Maintenance:** Similar to the above scope, this category is specifically for applications whose primary functionality is related to GIS.
- 3. Database Support and Ongoing Maintenance:** This category refers to support and maintenance of existing or new City databases. This support may be required to be provided either on-site or from a remote location and may include training.
- 4. Data Warehouse and Business Intelligence Development and Support:** This category includes design, development, and support of the City's data warehouse, extract transform load (ETL) jobs, and Master Data Management hubs. In addition, this category covers the design, development, and support of Oracle Business Intelligence Enterprise Edition (OBIEE), Oracle Endeca, and SAP Business Objects.
- 5. Advanced Analytics and Analytic Computation:** This category refers to the development and support of advanced analytical methods and models as well as interactive and static data visualizations. The scope of activities can range from initial development to ongoing support for these tools.
- 6. IT Infrastructure Design and Development:** This category includes the design and deployment of physical communications, computational, and storage infrastructure, as well as authentication systems. The scope also includes selection of peripherals and the creation of policies.
- 7. IT Management Consulting:** This category includes the management of IT projects, development of functional requirements, preparation of requests for information, qualifications or proposals, and business process reengineering. The scope also includes conducting research and making recommendations, strategic planning, organizational assessment and change management, application portfolio analysis, and training.
- 8. Information Security:** This category includes providing assistance to the City to ensure the design, development, and implementation of secure systems. The scope also includes providing assessment, audit, and attestation services for security and other related frameworks, including PCI and HIPAA. Other activities within this scope include supporting security incident response, providing forensic services, conducting code reviews and penetration tests, and assisting with the implementation of security-related projects.

#### **4.1 Task Order Requests**

From time to time the Chief Information Officer and the CPO may issue Task Order Requests which are within the scope of the awarded Master Consulting Agreement (MCA). Task Order Requests (TOR), if any, will set forth the project for which services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by



proposing a work plan, time schedule, budget, deliverables, list of key personnel, and MBE/WBE involvement, all of which conform to the terms of the TOR and the terms and conditions of the Master Consulting Agreement. Consultant must not respond to any TOR not approved in writing by the Chief Information Officer and the Chief Procurement Officer or designee and/or not within the scope of service for the category awarded in the Master Consulting Agreement. Costs associated with the preparation of Task Order Proposals are not compensable under the Master Consulting Agreement and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the Task Order Request may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Agreement with respect to that specific project. By accepting a Task Order proposal in response to a particular Task Order Request, the Master Consulting Agreement will be deemed to have been amended to include such special conditions pursuant to amendment provision in the Master Consulting Agreement, but with respect to that project only. The Consultant will not respond to Task Order Requests which are not within the scope of this Agreement.

Following Consultant's submission of a Task Order proposal in response to the TOR, the Chief Information Officer and the Chief Procurement Officer will review the Task Order proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed, revised Task Order Proposal (based upon such negotiations) to the City for approval.

All Task Orders are subject to the approval of the Chief Procurement Officer and no Task Order will become binding upon the City until it is approved, in writing, by the Chief Procurement Officer. Absent approval of a Task Order by the Chief Procurement Officer, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Agreement, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

The Consultant acknowledges and agrees that the City is under no obligation to issue any Task Order Requests to the Consultant; that the level of services requested may vary by project; and that the City has entered into similar agreements with other Consultants and, in the CPO's sole discretion, the City may issue a Task Order Request to only one consultant or may issue the same Task Order Request to more than one Consultant in order to obtain competitive proposals.

### Task Order Proposals

The Consultant can respond to a Task Order Request by submitting a Task Order proposal to the Department of Innovation and Technology which describes the Consultant's approach and plan for performing those services and contains a time schedule for completion of services, deliverables to be provided and a schedule for delivery, a staffing schedule, a cost proposal, and MBE/WBE utilization all of which conform to the terms of the Task Order Request and the terms and conditions of the Master Consulting Agreement. Task Order proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Task Order proposals will not be a reimbursable cost under the Agreement.

Task Order proposals satisfactory to the Chief Information Officer must be signed on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed issued by the Department. The Consultant will not commence services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed.

The Consultant acknowledges and agrees that the City either may select from among those proposals submitted in response to a Task Order Request that Task Order proposal which is in the best interests of the City or may reject any and all Task Order proposals submitted in response to a Task Order Request. The Consultant further acknowledges and agrees that this Agreement and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no services relating to a Task Order proposal until such approval is obtained.

#### **4.2 Description of Services**

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibits 3 through 10.

#### **4.3 Contract Term**

Any Master Consulting Agreement awarded pursuant to this RFQ solicitation shall be for a base contract period not to exceed six years with no anticipated extension options.

### **V. GENERAL INFORMATION AND GUIDELINES**

#### **5.1 Communications Between the City of Chicago and Respondents**

##### **A. 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 Tiheta L. Hinton, at [Tiheta.Hinton@cityofchicago.org](mailto:Tiheta.Hinton@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 23, 2014. Respondents are encouraged, but not required, to submit questions one (1) week prior to the scheduled Pre-Submittal Conference.

All questions and requests for clarification must be submitted via e-mail using the provided template- "Clarifying Questions Template." The subject line of the e-mail must clearly indicate that the contents are "Questions and Request for Clarification" about the RFQ and are "Not a Qualifications submission" and must refer to "Request for Qualifications ("RFQ") for Various Information Technology and Related Services for Scope Categories, Specification No. 121573" No telephone calls will be accepted unless the questions are general in nature.

##### **B. Pre-Submittal Conference**

The City will hold a Pre-Submittal Conference in City Hall, 121 N. LaSalle, Room 1103, Chicago, Illinois 60602, at 10:00 a.m., Central Time on July 22, 2014. The

City requests that all parties planning on attending the Pre-Submittal Conference notify Tiheta L. Hinton prior to the Pre-Submittal 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 RFQ at the Pre-Submittal Conference. The City may respond both to questions posed on the day of the conference and to questions e-mailed prior to the deadline for receipt of questions per Section 5.1.A.

## 5.2 Deadline and Procedures for Submitting Qualifications

1. The City is initiating an open qualifications process for this RFQ, whereby Respondents are invited to submit their Qualifications for one or more of the eight Scope Categories of Information Technology Services to the City. Again, Respondents should note that the City encourages comprehensive responses to this RFQ identifying Respondents ability to directly or indirectly provide the required services. Resource sharing from a single source Respondent will be a factor in evaluation and selection related to this RFQ.
2. To be assured of consideration, Qualifications responses must be received by the City of Chicago in the City's Bid & Bond Room (Room 301, City Hall) no later than 4:00 P.M. Central Time on August 29, 2014. The Bid & Bond Room can be reached at telephone number 312-744-9773.
3. The City may, but is not required to accept Qualifications that are not received by the date and time set forth in Section 5.2.1 above. Only the Chief Procurement Officer ("CPO") is empowered to determine whether to accept or return late Qualifications responses.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement. Hand-carried Qualifications must be placed in the depository located in the Bid & Bond Room located in Room 301, City Hall. The time of the receipt of all Qualifications responses to this RFQ will be determined solely by the clock located in the Bid & Bond Room of City Hall. It is Respondent's sole responsibility to ensure that the Qualifications are received as required.

4. Qualifications must be delivered to the following address:  
Jamie L. Rhee, Chief Procurement Officer  
City of Chicago  
Department of Procurement Services  
Bid & Bond Room  
Room 301, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602
5. Respondent must submit 1 hardcopy original, 19 electronic copies in a searchable pdf format on a USB drive or CD-ROM and 1 redacted copy of the submission in searchable pdf. Format for posting on the City's website as

outlined in Section 5.5C. The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized officer of the business entity on all documents requiring a signature. Copies must be exact duplicates of the ORIGINAL. Respondent must enclose all documents in sealed envelopes or boxes.

Qualifications submitted should contain the following components as separate files in the format indicated:

Cover Letter	Word
Respondent Profile (Exhibit 11)	Word
List of Government Projects (Exhibit 12)	Word
Scope Categories (Exhibit 3 through 10) as separate files; e.g., if submitting qualifications for all 8 scopes, 8 files are required.	Word
Reference List (Exhibit 13)	Word
Professional Qualifications (Resumes of Key Personnel)	Word or PDF
Economic Disclosure Statement and Affidavit (Exhibit 15)	PDF (scan after signature)
Insurance Requirements and Certificate (Exhibit 16)	PDF (scan after signature)
Any additional supporting documentation	Any format, but included in zip

6. The outside of each sealed envelope or box must be labeled as follows:

Qualifications Enclosed

Request for Qualifications (RFQ) for Information Technology and Related Services for Various Scope Categories  
Specification No. 121573  
Due: 4:00 p.m. Central Time, August 29, 2014.  
Submitted by: (Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

7. The City’s opening of Respondent’s sealed envelope(s) or package(s) containing a Qualifications submittal shall neither be deemed nor constitute acceptance by the City of Respondent’s Qualifications. 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 RFQ to which Respondent has responded, determine if a Qualifications response was submitted by the date and time specified herein.

**5.3 RFQ Information Resources**

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFQ can be located in the following areas of the City’s website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement):

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

#### 5.4 Procurement Timetable

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

Key Activity	Target Date
City Issues RFQ	June 27, 2014
Pre-Submittal Conference	July 22, 2014
Post-Conference Questions Due	July 23, 2014
Qualifications Due	August 29, 2014

#### 5.5 Transparency Website; Trade Secrets

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Qualifications, 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 Qualifications which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of Qualifications as confidential, Respondent must:

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

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

All Qualifications 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.

**All submissions are subject to the Freedom of Information Act.**

## **VI. PREPARING QUALIFICATIONS: REQUIRED INFORMATION**

**Each Qualifications response must contain all of the following documents and must conform to the following requirements.**

### **6.1 Format of Qualifications**

Qualifications response 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. Submit 1 hardcopy Original, 19 electronic copies in a searchable pdf format on a USB drive or CD-ROM.

**Respondents may submit a Qualifications response for one or more Scope Categories described in Exhibits 3 through 10, Scope of Services. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below in Section 6.2. For each proposed Scope Category (3 to 10), separate applicable information (Sections 6.2.2 through 6.2.6) pertinent to particular Scope Categories by a tabbed divider so the City can clearly distinguish Qualifications submitted under each Scope Category. If the same information applies to one or more Scope Categories include a statement in that section. Sections 6.2.1 (cover letter) and 6.2.7 through 6.2.10 will be considered universal to all proposed Scope Categories and thereby only one submittal is necessary in your response.**

Each page of the Qualifications must be numbered in a manner so as to be uniquely identified. Qualifications response must be clear, concise and well organized. Respondent is strongly discouraged from including advertisement or materials not related specifically to the focus of this RFQ.

### **6.2 Required Contents of Qualifications**

Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ may be cause for rejection of the non-compliant Qualifications response. Respondent must provide information in the appropriate areas throughout the RFQ. By submitting a response to this RFQ, you are acknowledging that if your Qualifications are accepted by the City, your Qualifications response and related submittals may become part of the contract.

At a minimum, the Qualifications response must include the following items:

### 6.2.1. Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Scope as described in this RFQ in accordance with the terms and conditions of any contract awarded pursuant to the RFQ process. The cover letter must:

- (i) Identify the specific Scope Categories as described in Exhibits 3 through 10, Scope of Services that apply to this Qualifications submission.
- (ii) Indicate the number of years the company has been in business, and provide an overview of the experience and background of the company and its key personnel committed in each proposed Scope Category.
- (iii) Identify the legal name of the company, 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.
- (iv) Indicate the name, telephone number(s) and e-mail address of the principal contact for this submittal, oral presentation or negotiations.
- (vi) Acknowledge receipt of Addendum issued by the City, if any.

### 6.2.2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's intent and objectives and how their Qualifications would achieve those objectives. The summary must discuss Respondent's overall strategy and methodology for successfully implementing and managing projects specific to each Scope Category for the City of Chicago; capacity to perform, and approach to project management, satisfying the scope of services in the RFQ and any additional factors for the City's consideration.

### 6.2.3. Professional Qualifications and Specialized Experience of Respondent and Team Members Committed to the specific Scope Category.

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

#### A. **Scope Categories – Hardcopy and Softcopy (See Forms in Exhibits 3 through 10)**

Respondent must include completed scope documents for those categories it is qualified to perform. The instructions for completion of those documents can be found in Exhibit 2; scope documents themselves are Exhibits 3 through 10. Failure to include all requested information, such as identification of references, number of projects handled for each

question, etc., may result in automatic rejection for that category.

**B. Company Profile Information (See Form in Exhibit 11)**

Respondent must complete the Respondent Profile (Exhibit 11), which includes information regarding number of years in business, location, number of technical and other staff, etc. There is also a section (Respondent's Development and Other Methodologies of the Exhibit 11) that requires descriptions of development, project management, quality control and other related methodologies. Company collateral that provide further information may be included in the submittal in hardcopy only - - do not include URLs. Subcontractor Profile of this Exhibit should be used to include any Subconsultant profiles.

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

If Respondent has a prime consultant/subconsultant relationship instead, this information regarding role, involvement and experience is also required for any subconsultant 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-2 as shown in Exhibit 14, if joint venture includes City of Chicago certified MBE/WBE firms, 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 15.
- (iii) Insurance certificate in the name of the joint venture business entity. See Exhibit 16.

**C. List of Government Projects – Hardcopy and Softcopy (See Form in Exhibit 12)**

Respondent must list all projects completed and in process for the last three years for all government and public sector clients, whether as primary vendor or a subconsultant. Respondents are encouraged to attach written documentation supporting their performance on the projects submitted. See Exhibit 12.



**D. Company References/Client Profile Information (See Form in Exhibit 13)**

**References identified by number in the scope documents should be recapped on the References form (Exhibit 13). A minimum of three references should be provided per Scope Category being proposed; a reference may be used for more than one category. Each of the three references should demonstrate Respondent's ability to service both public and private sector. Therefore, only two City references per scope will be allowed for purposes of this RFQ.** Respondents are encouraged to include as many projects as they can to demonstrate expertise for a given scope. The Respondent is encouraged to include any additional documentation (brochures, URLs, etc.) that provides more information about that reference project. It is the Respondent's responsibility to ensure that the contact information for each reference is current (whether they are still with the referenced firm or not) and the contacts are aware that City personnel will contact them. In addition, the contact person must be someone that can attest to the specific technical aspects of the reference project, as indicated in the scope document(s) for which the Respondent is indicating that reference. Failure to provide current and appropriate contacts for references will be deemed non-responsive. 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.
- Description of Services provided similar to the Services outlined in Exhibits 3 through 10 of this RFQ.
- The date when the Service was implemented.
- The location of the project.
- Nature and extent of Respondent's involvement as the Consultant (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.

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.

**E. Master Consulting Agreement**

**The City will require the selected Respondent to accept the terms and conditions as detailed in the MCA, attached to this RFQ as Exhibit 18. Respondents may not take exception to these Terms and Conditions. The City does not anticipate negotiation of any of the Terms and Conditions, but reserves the right to modify them at its discretion and make such edits available to all companies being awarded MCAs. All selected Respondents will receive a final, Master Consulting Agreement, to be executed based on the MCA attached as Exhibit 18. Respondent must submit a letter addressed to the CPO with a statement accepting the City's terms and conditions to be adhered to during the agreement term, if awarded an MCA. This is necessary to ensure that all selected Respondents submitting Qualifications to Task Orders, issued by the Department of Innovation and Technology and other City departments, will have like Terms and Conditions for service documentation consistency.**

**Respondent's failure to indicate acceptance of the MCA may result in rejection of its Qualifications.**

**F. 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 RFQ in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subconsultants, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Qualifications 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](http://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/>.

**6.2.4. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel who will be dedicated to the Service Category.**

Respondent must provide a summary of individuals who will be dedicated to the Services described in each Scope Category. For each key person identified, Respondent must provide the following information:

- (i) Summary of the key personnel who will be dedicated to the Services as proposed.
- (ii) Key personnel areas of expertise and areas for prime responsibility for various tasks or aspects of the Services.
- (iii) Resumes or corporate personnel profiles with past experience for each of the key personnel, including a description of their roles and responsibilities on recent projects of similar type, scope, and magnitude relating to the Scope of Services as described in this RFQ. Respondent must provide the following information:
  - a) Title and reporting responsibility.
  - b) Proposed role in this program, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
  - c) Pertinent areas of expertise and past experience
  - d) Base location (local facility, as applicable)
  - e) Resumes or corporate personnel profiles which describe their overall experience and expertise.

In addition to resumes, Respondent must provide a detailed description of the roles and responsibilities by job titles (executives, project managers and key staff, etc.). Add any other types of staff/personnel whom the Respondent may propose for any Task Order. The City recognizes that key personnel and corresponding staffing plans will vary depending upon the project scope, but the City seeks to determine the qualifications of proposed key personnel.

## **6.2.5. Approach, Strategy and Methodology for Implementing Engagements**

### **A. Approach to Implementing Services**

Describe your policies and procedures, strategies and methodology 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 related to each proposed Scope Category.

### **B. Organization Chart**

Submit an organization chart which clearly illustrates the team structure comprising all firms (joint venture partners, if any, subconsultants if known); their relationship in terms of proposed Services; and key personnel involved and the specific role of each of the firms/organizations in a team or joint venture for each task/work activity must be described. The City recognizes that subconsultants, if any, will vary depending upon the scope of the project and will be identified at the Task Order level, but the City seeks to determine team structure if known for any given project within a Scope Category based on existing business arrangements.

**Note: Under the Target Market program, the City of Chicago certified MBE/WBE firm as the prime must perform at least 50% of the work with**

**their own workforce and thereby cannot subcontract more than 50% of the work to non-certified firms. See Target Market MBE/WBE Special Conditions in Exhibit 14.**

### **C. Dedicated Resources**

Describe facilities, equipment, personnel, transportation vehicles, software/hardware technologies and other resources available for implementing any proposed Services for the City's consideration.

#### **6.2.6. Minority and Women Business Enterprises Commitment**

**Respondent must submit a copy of its current City of Chicago MBE/WBE certification letter.**

**Under the Target Market program, a City of Chicago certified MBE and/or WBE firm who is certified in the area of specialty for each Scope Category for which they qualify satisfies the compliance requirement through its own certification and will not be required to identify another MBE or WBE firm, as applicable.**

**Any Respondent who is NOT currently certified with the City of Chicago in the area of specialty related to the proposed Scope Category will not be eligible for MCA award under the Target Market program.**

#### **6.2.7. 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 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 Qualifications 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.

#### **6.2.8. Economic Disclosure Statement and Affidavit ("EDS") and Appendix A**

Respondent shall complete an Economic Disclosure Statement and Affidavit and Appendix A. **See Online City of Chicago EDS Instructions and Attachment A Online EDS Acknowledgement, in Exhibit 15.** 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 Qualifications: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form in lieu of hardcopy EDS forms.**

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

#### **6.2.9. 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.

#### **6.2.10. 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 16.

## **VII. EVALUATING QUALIFICATIONS**

### **7.1 Evaluation Process**

An Evaluation Committee, which will include the representatives from the 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 Qualifications, as described below.

In evaluating Qualifications, the EC will first consider the completeness and responsiveness of the Respondent’s Qualifications submission. The Qualifications evaluation process is organized into three phases:

- Phase I - Preliminary Qualifications Assessment
- Phase II - Qualifications Evaluation
- Phase III - Site Visits and/or Oral Presentations (if necessary)

#### Phase I - Preliminary Qualifications Assessment

Phase I will involve an assessment of the Respondent’s compliance with and adherence to all submittal requirements requested in Section VI, 6.2., Required Content of the Qualifications. Qualifications responses which are incomplete and missing key components necessary to fully evaluate the Qualifications may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive. Qualifications providing responses to all sections will be eligible for detailed analysis in Phase II, Qualifications Evaluation.

#### Phase II - Qualifications Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent’s Qualifications meets the service requirements set forth in the RFQ. Phase II will include a detailed analysis of the Respondent’s qualifications, experience, proposed approach, strategy and methodology for implementing engagements and other factors based on the evaluation criteria outlined in Section 7.2, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section VI, for each Qualifications submission received. The EC may also review other information gained by checking references and by investigating the Respondent’s financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Qualifications or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Qualifications response 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 Qualifications responses as it deems necessary.

### **7.2 Evaluation Criteria**

In Phase II, the Evaluation Committee will review the Respondent’s Qualifications to determine overall responsiveness and completeness of the Qualifications with respect to

the components outlined in the RFQ using the following criteria (not necessarily listed in order of importance):

A. Professional and Technical Competence:

1. Ability to provide the Services described in the RFQ, including capacity to perform the Scope of Services described in Exhibit 3 through 10 of this RFQ.
2. Professional Qualifications and Specialized Experience of Respondent and its Team on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, and government agencies) for the specific Scope Category.
3. 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 for the specific Scope Category.
4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services, operating within budget 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.

B. Quality, Comprehensiveness and Adequacy of the proposed Approach, Strategy and Methodology for implementing engagements within the specific Scope Category.

The Evaluation Committee will review each Qualifications response 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 implementing engagements within the specific Scope Category.

C. Certification Letter from the City of Chicago confirming Respondent is currently certified with the City of Chicago as an MBE/WBE firm in the applicable area of specialty associated with each proposed Scope Category.

D. 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.

E. 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.

F. 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 15.

- G. Degree to which the Respondent accepts the City's Terms and Conditions in the sample Master Consulting Agreement in Exhibit 18 enabling the City to successfully negotiate a contract.
- H. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Qualifications response, 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 RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration.

## **VIII. SELECTION PROCESS**

After the Evaluation Committee ("EC") completes its review of Qualifications in Phase II, it may submit to the Chief Information Officer (CIO) of the Department of Innovation and Technology and 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 or more Respondents, or a recommendation to reject any or all Qualifications.

### Phase III- Site Visit and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer, those short-listed Respondents may be subject to a site visit and/or be invited to appear before the Evaluation Committee for an oral presentation to clarify in more detail information that was submitted in Respondent's Qualifications response; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation of the Respondents and submit its recommendation to the CIO of the Department of Innovation and Technology.

If the CIO recommends one or more Respondents for selection, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into contract negotiations with the selected Respondent(s). The City of Chicago will request a fee schedule from each selected Respondent for each year of the base contract term and option years and reserves the right to negotiate competitive maximum rates with each selected Respondent prior to the award of the Master Consulting Agreement.

The City will require the selected Respondent(s) to participate in price negotiations. The City's requirement that the selected Respondent(s) negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent(s), including failure to agree on a fair and reasonable compensation schedule for the Services or any other terms or conditions, the CIO may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent(s).

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



## **IX. ADDITIONAL DETAILS OF THE RFQ PROCESS**

### **9.1 Addenda**

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent (electronically or by mail) to all of the prospective Respondents listed on the "Take Out Sheet" prior to the Qualifications due date. A copy of addenda associated with this RFQ specification number will also be posted on the City of Chicago's 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 RFQ package from the Bid & Bond Room and leave a business card, e-mail [BidandBond@cityofchicago.org](mailto:BidandBond@cityofchicago.org) or call in to the Bid & Bond Room to register their company as having downloaded a copy of the RFQ prior to the Qualifications due date. Each addendum is incorporated as part of the RFQ 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 301, 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 website: [www.cityofchicago.org/Procurement](http://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-Submittal 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 V. 5.1 A herein.

### **9.2 City's Rights to Reject Qualifications**

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Qualifications that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required by this RFQ. If no Respondent is selected through this RFQ 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 RFQ or as may otherwise be so required.

### **9.3 No Liability for Costs**

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subconsultants, or other interested parties in connection with the RFQ process,

including but not limited to costs associated with preparing the Qualifications and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

**9.4 No Guarantee of Awarded Work**

If a Respondent is selected and a MCA fully executed, the City of Chicago does not guarantee that any work will be awarded. Responses to Task Order Requests submitted by pre-qualified vendors in the pool for each respective Scope Category will undergo an evaluation and selection process for each Task Order Request. Pre-qualified vendors must respond to Task Order Request and undergo the evaluation and selection process to be eligible for awarded work.

**9.5 Qualified Vendor Information Change**

In order to ensure the ongoing receipt of Task Order Request solicitations or related information, it is the Vendor's responsibility to notify the City of any changes in Vendor name, contact name, address, telephone, email and fax number, by contacting the following email address: [MCASVendorInfoChange@cityofchicago.org](mailto:MCASVendorInfoChange@cityofchicago.org)

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

No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subconsultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subconsultant of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant 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 Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Consultant 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 Consultant or the date the Consultant 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.

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

For purposes of this provision:

"Other Contract" means any agreement entered into between the Consultant 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.

## **9.7 False Statements**

### **(a) 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)

### **(b) 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)

- (c) 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)

**EXHIBIT 1**  
**SAMPLE TASK ORDER REQUEST (TOR) TEMPLATE**

**City of Chicago**  
**Sample Task Order Request Template**

**(*Insert project name*) Project**  
**Task Order Request**  
**Task Order Request # - (*insert number*)**

**Department of (*fill in name*)**  
**Department of Innovation and Technology**

**City of Chicago**  
**Sample Task Order Request Template**

## **PROJECT OVERVIEW**

The City is looking for an application to support the following business requirements. Additional information is provided in the Scope section and supporting attachments.  
*(Insert overview information for this Task Order Request here)*

## **PROJECT LOCATION**

The actual development of the application can take place at the vendor site. Meetings with the City and review of deliverables will normally take place at the Department of *(Insert department name and address)* Chicago, IL 60602.

## **SCOPE**

The vendor shall perform all necessary services required to complete this project. Detailed information regarding various aspects of this project is included in this section and listed Attachments. Please read all attachments for all the details on this project and review the *data included in the accompanying CD.*

*(Key items to cover in this section:*

- 1. High level - Business Transactions/Data Elements*
- 2. Overall Volumes/Statistics*
- 3. How transactions are currently supported*
- 4. Users/Departments/Interfaces*
- 5. User location(s)*
- 6. Desired technology*
- 7. Timeframes*
- 8. Ongoing Support*

**City of Chicago**  
**Sample Task Order Request Template**

**TIME OF SERVICES**

The City intends to begin this project the week of *insert beginning date here*. The expected time for completion of the project is *insert target date here*. All aspects of the project are outlined in the Project Timeline (see [Attachment I](#)) and in the List of Deliverables (see [Attachment II](#)).

Questions must be sent via email or fax to *insert contact name* at *name.cityofchicago.org* or 312-*insert fax number*, questions asked via a phone call will not be answered. Please make sure all faxes are addressed to the above name and are clearly labeled as “Questions for Department of *insert name here* Task Order Request.” Questions can be sent to the City any time between *insert dates here* at 12:00 p.m. (noon) central time. **Questions received after 12:00 (noon) on the final date for “Questions from vendor to City” in Attachment I will not be answered.** All questions and all answers will be sent to all pre-qualified vendors in the selected service category via email and U.S. Postal Service, so please provide an email address with your questions.

**PRESUBMITTAL CONFERENCE (IF NECESSARY)**

A pre-submittal conference for project orientation will be held to familiarize interested firms with the scope of work and to answer project specific questions:

Date:	
Time:	
Place:	
Contact Person:	

**QUALIFICATIONS SUBMITTAL - REQUIRED COMPONENTS**

The Qualifications submittal shall be prepared on 8½” x 11” letter size paper, double sided. Expensive papers are discouraged. The City encourages the use of materials containing recycled content. A table of contents or tabs with the same sections and numbering scheme as listed below must be utilized to organize the response. The submittal shall contain the following information at a minimum. Qualifications not containing the information as requested in this section may be deemed non-responsive; so this information must be reviewed carefully. All attachments must be returned in hardcopy as well as softcopy on a 3.5” diskette or CD with the files labeled with the Attachment number.

- 1. Cover Letter** - A letter of commitment signed by an authorized representative of the company committing to provide the Services in accordance with all terms and conditions of Specification No: \_\_\_\_\_ as well as all provisions of this Task Order Request. If a conflict should arise between the Task Order Request and the Agreement, the Agreement will take precedence. The cover letter must be directed to: **Name, Job Title, Department of \_\_\_\_\_, department address, Chicago, IL zip code.**
- 2. Executive Summary and Detailed Methodology** - This section must include an executive summary or brief narrative delineating the general understanding of the project and the methodological approach the vendor is proposing to complete the required work. Each phase



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of the project must be described, with an emphasis on providing the required deliverables in a cost-effective yet thorough manner and a commitment to the project timeline in Attachment I.

3. **Technical Qualifications and Quality Control** - This section must include the **detailed technical Qualifications** for this project and must address the following bulleted items. It must list all technical assumptions and methods being used and verify that all functionality in Section C (Scope), the functional requirements and any interfaces are addressed. The attachments may provide additional information and directions.
  - a. **Functional Requirements and Application Interface Detail** - These attachments (VIII and X) must be filled out and returned in this section.
  - b. **Proposed Hardware and Software Configuration** - [Attachment XI](#) must be returned indicating all necessary components (hardware, software, communications, any special devices, etc.) to support the functionality based on the number of users outlined in [Attachment VI](#).
  - c. **Non-Standard Software/Hardware** - If the proposed solution includes software or hardware products that are not standard for the City (see [City Hardware and Software Standards](#)), justification for such products must be included in this section. The City will consider a package solution that contains non-standard components; however, custom solutions must utilize City standard software and hardware.
  - d. **Application Performance Measures** - The vendor will be responsible for demonstrating that the technical architecture and product(s) proposed will provide sufficient resources for response time, query time, etc. Test plans must include the use of appropriate tools for performance measurement and the submittal of test results for review and approval.
  - e. **Quality Control Process** - The Quality Control Section must include the detailed QC/QA process being used for this project; listing any tools, sub-contractors, etc., being used for QC. The process for corrections found by the vendor as well as those found by the City must be detailed.
  - f. **Ongoing Support Requirements** – [Attachment X](#) provides a format for estimating ongoing support needed for this application.
  - g. **Additional Information** - The vendor should include marketing/product information if available and applicable.
  
4. **Project Management and Schedule of Work & Deliverables** - This section must describe the vendor's project management approach, both internally and with the City. Status meeting frequency, formats and the change order process (which would include changes in scope or cost due to additional information or requirements found during the project period) must be addressed.
  - a. A project schedule as described in [Attachment III](#) must be submitted. If selected, the vendor will be required to provide an electronic copy of that schedule to the City in MS Project. The schedule must take into account all City and vendor staff responsible, estimated time frames and interdependencies between tasks, and deliverables (requested in [Attachment II](#)) indicated as milestones.

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- b. [Attachment IV](#) is the preferred format for a status report to be utilized throughout the project; if the vendor feels their normal format contains more useful information, a copy of that format must be submitted.
5. **Project Team/Facilities** - Professional qualifications of the key personnel committed to this project must be provided, including a dedicated project manager and the time he/she is dedicated to this project. Proposed vendor and subcontractor personnel must have direct expertise in the technology being proposed. Any consultants or subcontractors who will be performing work on this project as well as whether they have been designated as MBE/WBE firms by the City (see [Attachment XVI](#)) must be listed in [Attachment XIII](#) – Proposed Staffing for Project.
- a. Vendors must indicate any requirements for space, equipment (software and hardware), access and other logistics at City locations in this section. It is expected that the vendor will observe the City's normal business hours of operation: *indicate days of the week and hours here*. If this will not be the case for any personnel, please provide an explanation. Requirements for City personnel outside of this time must be identified.
- b. If the vendor and/or proposed project personnel is located outside of the Chicago area, please note travel costs for personnel are not reimbursed.
6. Subcontractor information - Please identify any subcontractors being used by completing a Subcontractor Profile Sheet (Attachment XIV) for each subcontractor. Be sure to indicate the specific activities that the subcontractor will perform on this project.
- a. **Previous Project Experience/References** - Professional qualifications and experience of the company must be presented in this section, including previous project experience similar in scope as this project as well as projects that have been completed by the staff proposed for this City project. Include detailed descriptions of at least two projects, only one of which can be a City of Chicago project, which have been completed within the last two years. In addition, project information should include the precise role(s) performed by the firm, final results, key personnel assigned and their role and duties, and any subcontractor(s) involved as well as their role/duties. If any of these projects can be seen on-line, please include the URL. Attachment XII provides a format to list references for those projects similar in scope to the one in this Task Order Request. Please forward the actual [Reference form](#) in that attachment to those named references for direct return to the City.
- b. If using a subcontractor, at least two references must be provided that illustrate performance in the types of duties it is proposed to perform in this project.
7. **Cost Qualifications/Budget** – Costs to complete the project must be identified in [Attachment XV](#).
8. **MBE/WBE Participation** - In accordance with Article IV of the Municipal Code of Chicago, vendors are required to obtain 25% MBE and 5% WBE participation levels on each RFS project. This commitment must be met by subcontracting a portion of the work to one or more MBE or WBE firms; by the purchase of materials from MBEs and WBEs used in the performance of the project; or by the vendor's status as a MBE or WBE.

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PLEASE NOTE: Businesses certified with the City of Chicago as both MBE/WBE shall not be credited more than once against a vendor's MBE or WBE commitment in the performance of the project.)

The following must be included with each Task Order Request Qualifications:

- a. **A Schedule C-3** (Attachment XVI – *Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant*); completed and signed by the MBE/WBE.
- b. **A copy of the MBE/WBE firm's current certification letter.**
- c. **A completed and notarized Schedule D-3** (Attachment XVII – *Affidavit of MBE/WBE Goal Implementation Plan*).

9. **Additional Information** - Any additional information deemed necessary by the vendor to ensure success of the project or any exceptions that the vendor would like to have for this project must be identified in this section.

### **QUALIFICATIONS SUBMITTAL**

This Request for Services is being made by the City of Chicago, pursuant to contract terms of Master Consulting Agreement No: \_\_\_\_\_ between the City and certain pre-qualified vendors and is subject to all terms and conditions that may be pertinent to the requested services.

Interested vendors must submit two originals, three copies, all three-hole punched, and one unbound, three-holed punched single sided copy of their Qualifications, including the CD or diskette for the softcopy of the attachments to:

Attn: *name*  
City of Chicago  
Department of *name*  
Address: *insert department address here*

### **NON-RESPONSE**

Vendors who choose not to submit a Qualifications for this Task Order Request must submit a letter by the due date in the following section to the City (same address given above for Qualifications submittals) informing the City of receipt of the Task Order Request, but the decision has been made not to respond.

### **DUE DATE AND TIME**

*The x number of copies of the response are to be submitted in a sealed envelope no later than 4:00 p.m. Central Time, on insert date here. Fax or emailed submittals are not acceptable.*

### **EVALUATION AND SELECTION**

The required components of the vendor submittal will be reviewed by a project team, which is comprised of representative(s) from the Department(s) of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and the

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Department of Innovation and Technology. The City may choose to conduct interviews, oral presentations and/or seek clarification from selected Respondents. The final selection will be based on the submittal of a response composed of all required items listed in Section F above, the project team proposed, previous project experience approach to this Task Order Request project, and the preliminary cost Qualifications.

The project team shall select a Vendor to perform the Project based on the submitted Qualifications which most meets with the City's needs for the Project. Once determined, the project team will request concurrence of its findings from the Chief Procurement Officer.

This Request for Services does not commit the City to award a Task Order, to pay any costs incurred in preparation of a response to this Request, or to procure or contract for further services or supplies. The City reserves the right to accept or reject any/or all responses received as a result of this Request for Services or to cancel this request in part or in its entirety.

Notwithstanding any provision in this Task Order Request, all provisions of the existing Master Consulting Agreement No: \_\_\_\_\_ shall be in full force and effect during the performance of the contemplated services and are incorporated herein by reference.

The selected contractor must have a fully executed Master Consulting Agreement in place prior to performing any services pursuant to the Task Order Request award.

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**LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>For completion by</u>
<a href="#">Proposed Project Timeline</a>	Preparer of Task Order Request
<a href="#">List of Project Deliverables</a>	Preparer
<a href="#">Standard Project Schedule</a>	N/A – information only
<a href="#">Sample Status Report</a>	N/A – information only
<a href="#">Business Transaction Descriptions</a>	Preparer
<a href="#">User Profiles</a>	Preparer
<a href="#">Hours of Availability and Business Continuity Requirements</a>	Preparer
<a href="#">Functional Requirements</a>	Preparer to list, Vendor to complete
<a href="#">Application Interface Matrix</a>	Preparer
<a href="#">Ongoing Support Requirements</a>	Vendor
<a href="#">Proposed hardware and software configuration and estimated cost Reference Form</a>	Vendor Vendor and References
<a href="#">Proposed Staffing for Project</a>	Vendor
<a href="#">Subcontractor Profile</a>	Vendor
<a href="#">Cost Information</a>	Vendor
<a href="#">MBE/WBE C-3 Form</a>	Vendor
<a href="#">MBE/WBE D-3 Form</a>	Vendor

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**Attachment I: Proposed Project Time line**

<b>Request for Service sent to vendors</b>	
<b>Questions from vendors to City *</b>	
<b>Answers sent from City to vendors</b>	
<b>Pre-submittal conference (if necessary)</b>	
<b>Qualifications submitted</b>	
<b>Qualifications reviewed</b>	
<b>Vendor Presentations (if necessary)</b>	
<b>Vendor Selected</b>	
<b>Meeting with Vendor to discuss project and pilot</b>	
<b>Purchase Order/Work Order Created</b>	
<b>Purchase Order/Work Order sent to Vendor</b>	
<b>Work Begins</b>	
<b>Full Project Completion</b>	

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## Attachment II: List of Project Deliverables

***Below is a list of expected deliverables for this project (see items marked “required”. Depending on the vendor's proposed solution, the type and format of the deliverable may change. All changes in deliverables (the reduction or increase in the number of deliverables) will be discussed with the vendor during the initial project meeting and subsequent project meetings. Refer to Attachment XV Cost Information to indicate a proposed payment schedule based on key deliverables.***

*The expected deliverables the City expects include the ones marked Required below.*

<b>Deliverable</b>	<b>Explanation</b>	<b>Req/Opt</b>
Project Plan	<b><i>Compliant with the City's standards and guidelines (see Attachment IV). This schedule must include a work break down structure, timeline and milestones that include all project phases and resources. This project schedule must be created and maintained throughout the project. Changes and impacts to the schedule are to be documented and discussed at status meetings.</i></b>	Required
Functional Requirements Doc	This document defines all of the high level functionality required of the system.	
Detailed Design Doc	This document lays out the actual system design in detail, including online and batch processes, interfaces, etc.	
System Test Plan & Scripts	This document shows all elements and functionality of the system to be tested by the vendor and give detailed scripts to accomplish the tests.	
System Test Results	This document is the result of the test scripts run, including errors and resolutions.	
Security Documentation	This document defines all levels of security and access control to the application and data.	
Data Dictionary	This document describes all of the individual data elements and their relationships and indexes.	
Data Conversion Plan	This plan document s the data conversion from the current system to the new system. It must include adequate testing to ensure that the data is correct in the new system.	
Data Conversion Results	This shows the results of the data conversion detailing records converted and those that were not converted.	
User Acceptance Test Plan & Scripts	This plan must include all of the test elements necessary to show end-to-end user operation of the system and give detailed scripts to accomplish the tests.	
User Acceptance Test Results	This document is the result of the test scripts run, including errors and resolutions.	
Integration Test Plan	This plan must test any integrations defined for the system with other systems.	
Integration Test Results	This is the result of the integration test, including errors and resolutions.	
Stress Test Plan	This plan identifies the main points of the system that need to be tested concurrently to identify weaknesses in loading the system. It must include how to test these items. Online entry and report queries against a fully loaded database are examples.	
Stress Test Results	This is the result of the stress test, including errors and resolutions.	
Parallel Test Plan	This plan must describe how to operate the current and new systems concurrently and what items will be compared between the two systems for verification of operations.	
Parallel Test Results	This is the result of the parallel test, including errors and resolutions.	
Operations	This document must include all elements necessary to operate and	

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<b>Deliverable</b>	<b>Explanation</b>	<b>Req/Opt</b>
Documentation	maintain the system on an ongoing basis. At a minimum, this should include all of the items in the pre-production checklist.	
Training manuals – user and technical	These manuals must provide for end-user and technical training of the system.	
User Training	Training for train the trainer or end user training in the use of the system.	
Technical Training	Training for technical resources in the management, maintenance and operations of the system.	
User manual – hard and softcopy	This is the user reference manual for operation of the application, trouble-shooting assistance, etc.	
Technical manual – hard and softcopy	This includes operations documentation as well as trouble-shooting instructions, system overview, system diagrams, etc.	
Help Desk Script	This script is for the NDS help desk to assist in first call triage of any issues with the system. It should employ a calling hierarchy that shows solutions to common problems and who to escalate to for specific issues. There is a template that can provide guidelines.	
Ad hoc reporting environment	Creation of the reporting layer for ad hoc reporting. The City Standard tool is Business Objects. Tasks to complete this deliverable include understanding reporting requirements from users, creation of the reporting layer, testing, initial pilot user support, documentation and knowledge transfer. The City's standards, methodology and documentation requirements are available on request and on the City Intranet site.	
Testing Business Continuity Plan	This tests the operation of the application in off-line mode as well as bringing up the application at a remote site.	
Production Checklist	A standard template exists to record that all aspects of operation, support and training have been completed so that the application can be implemented in production.	
Final User Acceptance	Final user acceptance is defined as the owning department(s) approval, via signature, that the application meets all requirements and is ready for production (production checklist has been completed).	
Production Implementation	Obtaining final user acceptance and moving the application and database as needed so that it is in an approved production environment and ready for use by the City.	
Initial Production Support	This includes the initial support of the application after production implementation for a period of <i>Indicate how long this is requested</i> . This includes user support, programming and database support.	
Knowledge Transfer to City user and technical staff	This addresses communication of all aspects of the application to City staff so that they understand and can support it on an ongoing basis.	
Updated project plans, status reports, etc	Ongoing, based on agreed-upon status meetings	Required



### **Attachment III: Standard Project Schedule**

At a minimum, the project schedule provided by the vendor should support all required deliverables and include the elements listed below. Time duration for each task (in days) should also be noted. Because some tasks can happen simultaneously, please ensure that the timeframes in Attachment I are addressed. State any assumptions made in estimating days and dependencies, including those for City staff.

A fully detailed project schedule and frequency for providing updates to that schedule will be determined during contract negotiations and will depend partly on the overall project duration.

#### **Required Project Schedule Elements**

- Project Phase
- Project Task
- Scheduled Dates (From/To)
- Person Days
- Resources (Vendor and City)
- Dependencies
- Deliverable Milestones

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**Attachment IV: Sample Status Report**

Date:  
To:  
From:  
Project:  
Period:  
Person(s):

Project Status/Activity Summary:

Date	Time/ Hours Spent	Work Description	Planned	Unplanned	Outcomes/ Action Items (if any)
<b>Total</b>					

Deliverables achieved:

General Activities and deliverables for next period:

Problems or Issues that need attention/action from the City:

Other Comments:

Signature:

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**Attachment V: BUSINESS TRANSACTION DESCRIPTIONS**

Transaction Type	Current Average Volume	Current Peak Volume	Timeframe (indicate basis for volume – daily, weekly, etc.)*	Desired Volume (indicate volume based on improved technology, if applicable)
<i>Enter type here – e.g., a type of product or other transaction to be supported by the application.</i>				
<i>Example: Issue Sewers Permits</i>	30	50	Day	75

\*If the particular transaction is seasonal, indicate beginning and ending dates of the period, e.g., certain permit types might only be issued between June and September

Provide an estimated annual growth percentage to be applied against the above volumes for the next two years:	
---------------------------------------------------------------------------------------------------------------	--

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**Attachment VI: USER PROFILES**

City Department/Division, Other Groups (Sister Agencies, etc.), General Public	Physical Location	Number of users who will enter or view data		
		Avg. Concurrent	Peak Concurrent	Total Users
<b>Totals:</b>				

<p><b>Provide an estimated annual growth percentage to be applied against the above number of users for the next two years:</b></p>	
-------------------------------------------------------------------------------------------------------------------------------------	--

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**Attachment VII: HOURS OF AVAILABILITY and BUSINESS CONTINUITY REQUIREMENTS**

**HOURS OF AVAILABILITY for the PROPOSED APPLICATION**

This is subject to change, but following is the normal expected operations schedule.  
 This will be revisited upon contract negotiations.

	<b>From</b>	<b>To</b>
Weekdays (Mon-Fri)		
Saturday		
Sunday		
City Holidays		

**BUSINESS CONTINUITY REQUIREMENTS**

The information in this section provides expectations for operations in the case of an application or hardware outage and/or in the case of a disaster event:

<b>Event</b>	<b>Desired functionality</b>
Number of hours of data that could be lost in the event of an outage	
Plan if the application was down from 4 to 8 hours	
Plan if the application was down for more than 8 hours	
Plan for extended outage	

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**Attachment VIII: FUNCTIONAL REQUIREMENTS**

The Functional Requirements Checklist lists the City’s requirements for the application. It also rates the need for the requirement as follows:

**Ranking**    **Description**

- A**      Mandatory
- B**      Should have to run business, may not be an immediate need
- C**      Nice to have

The vendor should complete the column marked “Rating” with one of the following:

**Rating**    **Description**

- 4**      Application meets requirements with no modifications (package solution)
- 3**      Application can be modified to meet requirement with minimal modifications (8 person hours)
- 2**      Application can be modified to meet requirement with medium modifications (40 person hours)
- 0**      Application would require major modifications to meet this requirement (> 40 hours) or it cannot be done

**If the proposed solution is a package application**, and it does not meet the requirements ranked “A” or “B” by the City, and modifications are required (the rating is less than 4), please put the cost of modifying the package in the column headed "cost" and in the column headed “**Approach (if modifications required)/Comments**,” indicate whether the requirement may be met by one of the following methods:

- Modification to a package
- Custom development
- Use of third party software is recommended
- Provided in the next package release (please provide target date as well in this case)

**If the proposed solution is a custom application**, the cost column may be left blank and the total development cost indicated on the last page of this section.

**Vendor Approach:**

Please complete the information below for your overall approach in addition to the detailed functional items (check one and provide the requested information):

	<b>Existing software package</b> – please indicate package name, vendor and release:
	<b>Existing software package with modifications</b> – please indicate package name, vendor and release as well as tools for modifications:
	<b>Total custom development</b> – please indicate tools and platform to be used:
	<b>Other</b> – please describe:

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<b>FUNCTIONAL REQUIREMENTS</b>					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable) )*	Approach (if modifications required)/Comments
1	Start functional requirements here – insert as many rows as needed...				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
etc					
<b>Reporting Requirements</b>					
1					
2					
3					
4					
5					
6					
7					
8					

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FUNCTIONAL REQUIREMENTS					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable)*	Approach (if modifications required)/Comments
9					
10					
Etc.					
General Standard Requirements					
1	Exports data to external programs (ex. – Excel)	A			
2	Imports data from external programs.	A			
3	System includes on-line tutorial.	A			
4	On-line transactions are batch controlled	A			
5	System is menu-driven with ability to override with command keys	A			
6	Report spooler for unattended printing	A			
7	Back-up and restore utility	A			
8	Graphical User Interface (GUI)	A			
9	Sets appropriate fields to default values	A			
10	Maintains a complete audit trail	A			
11	Provides user-defined purge criteria for audit trail records within security restrictions	A			
12	Provides user-defined edits such as:				
	- Range test	A			
	- Alpha/numeric check	A			
	- Required/optional field	A			
	- Table validation	A			
	- Field limitations/masks				
	- Validation to prevent duplication				
	- Date validation	A			
13	Provides screen and field help on-line	A			
14	Interfaces with other system files for field validation	A			
15	Screens can be modified to fit needs for data collection and input efficiency	A			



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FUNCTIONAL REQUIREMENTS					
Req #	City Section Requirement	City Ranking	Rating	Cost (if applicable)*	Vendor Section Approach (if modifications required)/Comments
<i>Security Requirements - The vendor should respond in the "Approach/Comments" column provided to indicate whether these requirements are met, and if not, what options exist to meet the requirement or why the vendor feels their approach is adequate. In addition, the vendor should submit any documentation regarding application, database and network security for further review.</i>					
<b>Application Security</b>					
1	Controlled by user ID and password access, which conforms to the City's standard (LAN ID as user ID). Each user has a unique ID.	A			
2	Uses security profiles for various roles (data entry, inquiry only, etc.)	A			
3	Restricts users from certain fields, screens and/or modules	A			
4	Can be maintained by a system administration function, controlled by a designated user(s).	A			
5	Sets parameters for password requirements (length, character/numbers, etc.)	A			
6	Forces users to change their password at a specified timeframe (e.g., every 90 days)	A			
7	Follows a distributed model where a central administrator can allocate subsets of administration to satellite administrators	A			
8	Resets passwords via an administrative function	A			
9	Changes password using a built in user function	A			
10	Provides for handling of a forgotten password	A			
<b>Database Security</b>					
1	No one other than a designated DBA has direct access to the database (outside of	A			

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FUNCTIONAL REQUIREMENTS					
Req #	City Section		Vendor Section		
	Requirement	City Ranking	Rating	Cost (if applicable)*	Approach (if modifications required)/Comments
	the application)				
2	Procedures exist to change any password associated with the system. Describe methodology in the comments section.	A			
3	All passwords for users are different than the owner	A			
4	Minimal administration is needed at the database level to execute the application while allowing for monitoring of the database and securing the environment.	A			
<b>Network Security</b>					
1	Data going over the network is encrypted. Describe methodology in the comments section.	A			
2	Updates are handled in a DMZ to prevent direct access from the Internet to the City.	A			
3	The system does not use HTTPS.	A			
4	Client or server certificates are required to protect the environment. Describe methodology in the comments section.	A			
5	VPN technology is used. Describe methodology in the comments section.	A			

**Total development or modification cost estimate for functional requirements:**

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**Attachment IX: APPLICATION INTERFACE DETAIL**

Interface Requirement \_\_\_ of \_\_\_

<b>Application Name</b>	
<b>Interface to or from this application</b>	
<b>Application Owner Dept/External Entity</b>	
<b>Contact name and number</b>	
<b>Application Support Department</b>	
<b>Business reason for interface</b>	
<b>Application type (custom or package)</b>	
<b>Application DB</b>	
<b>Hardware platform and location</b>	
<b>Language</b>	
<b>On City Network?</b>	
<b>Interface type (function call, real-time, batch, etc.)</b>	
<b>Interface method (DB link, etc.)</b>	
<b>Interface frequency if batch (daily, etc.)</b>	
<b>Peak and average number of daily transactions</b>	
<b>Data elements required (list and describe)</b>	
<b>Additional comments</b>	
<b>Vendor to supply cost information and approach to provide this interface</b>	
<b>Vendor comments</b>	

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**Attachment X: ONGOING SUPPORT STAFFING ESTIMATE**

Please indicate the personnel and level of effort to support this application after production implementation on a “steady state” basis. Include all levels of system administration, database and application support. **If ongoing support is in the scope of these Qualifications, please include the cost in [Attachment XV. Cost Information](#).**

<b>Role/Job Title</b>	<b>Number of Positions</b>	<b>Skills Required</b>	<b>Level of Effort (number of hours per day)</b>

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**Attachment XI: PROPOSED HARDWARE AND SYSTEM SOFTWARE CONFIGURATION**

Please complete the appropriate sections below for the proposed configuration. Use the estimated growth numbers in transactions (Attachment VI) and users (Attachment VII), if provided, to size the configuration as of 2 years from implementation. Indicate "N/A" if a particular component is not needed. The Vendor Comments column should be used for any clarifications, options or justifications if the recommended configuration is not included in the City Hardware and Software Standards. Please be aware that the City has contracts with specific vendors to procure hardware and shrink-wrap software; however, you must provide an estimated cost. This configuration will be reviewed to determine whether additional hardware is needed or if it can be addressed by excess capacity in the appropriate environment.

Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
<b>Client Workstation</b>				
Hardware (brand/model)				
Processor				
RAM				
Disk Storage				
Software				
Operating System/Release				
Application software				
Other operating software (browser software and release, etc.)				
Middleware/Connectivity				
ODBC/SQLNet/Other				
<b>Mobile Client (e.g., handheld device)</b>				
<b>Hardware (brand/model)</b>				
Processor				
RAM				
Storage				
<b>Software</b>				
Operating System/Release				
Application software				
Other operating software (browser software and release, etc.)				
<b>Connectivity</b>				
<b>Application Server</b>				
<b>Hardware (brand/model)</b>				
Processor				
RAM				
Disk Storage				
<b>Software</b>				
Operating System/Release				
Operating System Utilities				
Scheduler				

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Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Other?				
Application software				
Licenses				
Keys				
COTS "Customized Off The Shelf"				
Customized Software				
Interfaces				
<b>Middleware/Connectivity</b>				
Database Connectivity (ODBC, SQLNet, other)				
Communications Ports				
<b>Web Server</b>				
<b>Hardware (brand/model)</b>				
Processor				
RAM				
Disk Storage				
<b>Software</b>				
Operating System/Release				
Operating System Utilities				
Scheduler				
Web Software/Release				
Web utilities				
<b>Middleware/Connectivity</b>				
Database Connectivity (ODBC, SQLNet, other)				
Communications Ports				
<b>File Server</b>				
<b>Hardware (brand/model)</b>				
Processor				
RAM				
Disk Storage				
<b>Software</b>				
Operating System/Release				
Operating System Utilities				
Scheduler				
Other?				
<b>Database Server</b>				
<b>Hardware (brand/model)</b>				
Processor				
RAM				
Disk Storage				
<b>Software</b>				
Operating System/Release				

**City of Chicago**  
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Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Operating System Utilities				
Scheduler				
Other?				
Database Software/Release				
Database utilities				
<b>Middleware/Connectivity</b>				
Database Connectivity (ODBC, SQLNet, other)				
Communications Ports				
<b>Print Server</b>				
<b>Hardware (brand/model)</b>				
Processor				
RAM				
Disk Storage				
<b>Software</b>				
Operating System/Release				
Operating System Utilities				
Scheduler				
Other?				
<b>Printers - List additional printers needed to support the application</b>				
Brand/model				
Quantity				
Location (Data Ctr, Department/network, local PC)				
<b>Other printing device(s), e.g., plotter</b>				
Brand/model				
Quantity				
Location (Data Ctr, Department/network, local PC)				
<b>Other hardware/devices not detailed above</b>				
Describe device and list purpose, manufacturer, model number and any other specifications				
<b>Remote Communications</b>				
<b>Extranet Client</b>				
VPN				
ISDN				
Internal DSL				
<b>Extranet Network</b>				
VPN				
ISDN				

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**Sample Task Order Request Template**

Description	Qty.	Recommended Configuration	Est. Cost	Vendor Comments
Internal DSL				
<b>External (Non-Internet) Dial-Up</b>				
<b>Ad Hoc Reporting environment</b>				
Software				
Release/version				

**Total cost for this configuration:**

--



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**Attachment XII: REFERENCES and REFERENCE FORM**

**Primary Vendor References**

Please provide a minimum of 2 references for projects of a similar nature to the one in this Task Order Request and that your firm has completed within the last two years. The vendor should request Reference Accounts to email completed reference forms **by the “Qualifications Submitted Date” on Attachment I** directly to:

*(insert name here)* using the following account: *(insert email address here)*. If email is not possible, the vendor 's Reference Accounts may fax or mail the completed reference forms (see next page) to: *(insert name, fax number and department address here)*

<b>Vendor name:</b>		
<b>Company name and contact information (name, address, phone and fax numbers)</b>	<b>Project Start and Completion Dates</b>	<b>Applications Installed/ Services Provided</b>

**Sub-contractor Vendor References**

Please duplicate and complete the subcontractor vendor reference information **for each subcontractor** you have aligned with for this Qualification. As for the primary vendor, provide a minimum of 2 references for projects of a similar nature to the one in this Task Order Request that have been completed by that firm within the last two years.

<b>Vendor name:</b>		
<b>Company name and contact information (name, address, phone and fax numbers)</b>	<b>Project Start and Completion Dates</b>	<b>Applications Installed/ Services Provided</b>

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**REFERENCE FORM**

**Instructions to the Reference Contact:** Please complete this form and email it directly to *(insert name here)* using the following account: *(insert email address here)*. If email is not possible, please fax the completed form to: *(insert name and fax number here)*.

<b>PROJECT NAME</b>	<b>Vendor to fill in</b>
<b>Task Order Request NUMBER</b>	<b>Vendor to fill in</b>
<b>Vendor Name</b>	<b>Vendor to fill in</b>
<b>Reference Company Name and address</b>	<b>Vendor to fill in</b>
<b>Reference Contact Name and phone number</b>	<b>Vendor to fill in</b>
<b>Due date for response</b>	<b>Vendor to fill in</b>
<b>Role with project that used the vendor</b>	<b>Reference contact to fill in this and all subsequent info...</b>
<b>Length of time with the company</b>	
<b>Length of time with the reference project</b>	

**SPECIFIC QUESTIONS RE: THE APPLICATION**

How long have you used the application? When did it go "live"?	
How many users are there? Both total and an estimate for concurrent.	
What is the volume of the database(s) being reported against?	
What database(s) and/or file structures are reported against?	
On what platform(s) does the application reside?	
What caused you to select that application?	
What were the competitor applications in your selection process and why were they not chosen?	
What was the learning curve for the average user to feel comfortable with the application?	
Are you happy with the application? What would make you consider changing to a different one?	

**SPECIFIC QUESTIONS RE: THE VENDOR**

Was the implementation smooth? Was it completed on-time and in budget?	
How long did the implementation take?	
Were outside resources used to help in the implementation (vendor or other)? How well did they work with your tech staff and users?	
What was the implementation process?	

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What was the size of the implementation team – please provide numbers of vendor, company tech, and company user staff.	
Describe vendor support both prior to and during implementation as well as currently. For example, what is the method and response time for questions/problems?	
Does your company provide support to the users or do you rely on the vendor for application support?	
Was the vendor or a third party used for training? Did it include user, system admin and ongoing support training? What was the method of training?	
What do you like best about the vendor?	
What do you <u>not</u> like about the vendor? What would they change?	
Are you happy with the vendor? What would drive you to consider changing (if you are using for ongoing support)?	

**Please provide a rating for the following categories (check one)**

<b>Category</b>	<b>N/A</b>	<b>Below Average</b>	<b>Average</b>	<b>Above Average</b>	<b>Exceptional</b>
Platform experience					
Application experience					
Database experience					
Communication skills					
Project management skills					
“People” skills					
User training					
Technical training					
Documentation					
User support					
Knowledge transfer					
Any general comments? <i>Use additional pages if needed</i>					
Date completed					

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**ATTACHMENT XIII. PROPOSED STAFFING FOR PROJECT**

Use this form to list the staff proposed for the project.

<b>Role</b>	<b>Name</b>	<b>Hourly Rate*</b>	<b>Estimated Hours for Project</b>	<b>If not employed by the primary vendor, indicate the subcontractor firm.</b>
Project Manager				

Hourly rates should match the rates in the vendor's contract with the City. Any variances to this should be explained in the vendor's Qualifications.

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**ATTACHMENT XIV. SUBCONTRACTOR PROFILE**

Please copy this page for as many subcontractors as you are identifying in your response.

Firm Name			
Specific Duties to be performed on this project			
Headquarters location			
Web Site, if applicable			
Names of Principals			
Contact for this RFQ			
Contact telephone number, fax number, and email address			
Length of time in business			
Total number of full-time technical staff			
Total number of full-time technical staff		Total number of full-time technical staff that has been with the firm for over three years	
Turnover rate for full-time technical staff in the last year			
Total number of full-time support staff			
Is there an office in the greater Chicagoland area? If so, please complete the following:			
Local office address			
Number of full-time technical staff in the local office			
Number of full-time support staff in the local office			
Primary Strength(s)			
Licensed to do business in the State of Illinois?		Is the firm certified as a MBE or WBE with the City of Chicago?	
Have you ever performed services for a government agency? If so, provide the name of the agency and dates of recently completed projects.			

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**Attachment XV. Cost Information**

**Software Cost Summary**

Software	Total Quantity Proposed	Per item cost	Total Cost	Total Annual Post Warranty Maintenance Cost*	Warranty Period and Warranty Eff. Dt.
<b>Application Software Package</b>					
Client licenses, if applicable					
<b>Escrow Cost</b>	<b>N/A</b>	<b>N/A</b>			
<b>Total Application Package Costs</b>					
<b>Database Management Software</b>					
<b>Other software needed (please describe)</b>					
Modification/Development costs (from Attachment IX. Functional Requirements)	<b>N/A</b>	<b>N/A</b>			
Interface Development costs (From attachment X. Application Interface Matrix)	<b>N/A</b>	<b>N/A</b>			
Service/Implementation costs not detailed above	<b>N/A</b>	<b>N/A</b>			
<b>TOTAL SOFTWARE COSTS</b>	<b>N/A</b>	<b>N/A</b>			

\* Monthly maintenance cost should include all software upgrades at no additional cost

**Total Cost**

This section is a summary of the previously stated costs for modifications as well as overall software and implementation costs. Please ensure every cost for a successful implementation, as stated in the previous sections, is provided on the tables that follow.

<b>Total Software Costs</b>	
<b>Total Hardware Costs</b>	
<b>Total Start-up Installation Costs</b>	<b>To be determined by the City</b>
<b>Annual Ongoing Support Costs (if in scope)</b>	
<b>Grand Total Project Cost</b>	

<b>Annual Software Maintenance Cost</b>	
<b>Annual Hardware Maintenance Cost (est.)</b>	
<b>Total Annual Maintenance Cost</b>	

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**Proposed Payment Schedule**

Include a proposed payment schedule by project phase, including specific deliverables. The total should match the above Total Software Costs, any non-standard hardware devices, and Travel Costs. This may be refined based on contract negotiations, if accepted.

	<b>Project Deliverable</b>	<b>Estimated Hours (if applicable)</b>	<b>Cost</b>
1	(ex: City-approved Detailed Design)		
2			
3			
Etc.			
	Total		

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**ATTACHMENT XVI: MBE/WBE C-3 FORM**  
**SCHEDULE C-3**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**





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**SCHEDULE C-3**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

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 Certification Letter, effective \_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

The undersigned is prepared to perform the following services in connection with the above named Task Order. If more space is required to fully describe the MBE or WBE proposed scope of services 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 services 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 services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.**

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

**City of Chicago**  
**Sample Task Order Request Template**

---

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

(Date)

---

(Name/Title-Please Print)

---

(Email & Phone Number)



City of Chicago  
Sample Task Order Request Template

**ATTACHMENT XVII: MBE/WBE D-3 FORM**

**SCHEDULE D-3**  
Affidavit of Prime Contractor  
Task Order Services Contracts  
MBE/WBE Compliance Plan

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and a duly authorized representative of \_\_\_\_\_ (Title of Affiant)

\_\_\_\_\_  
(Name of Prime Consultant/Contractor)

And that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subcontractor/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or Cook County (current letter of certification attached).

I.

**Complete this section for each MBE/WBE participating on this Task Order:**

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

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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.

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2. Name of MBE/WBE Firm: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

3. Name of MBE/WBE Firm: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

6. Attach Additional Sheets as Needed

**City of Chicago**  
**Sample Task Order Request Task Order Request Template**

**II. Summary of Direct MBE/WBE Proposal**

1. MBE Direct Participation

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

2. WBE Direct Participation

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

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

1. MBE Indirect Participation

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

2. WBE Indirect Participation

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

The 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 2**  
**INSTRUCTIONS FOR SCOPE CATEGORY DOCUMENTS**



## Instructions for Scope Category Documents

Following is an explanation of the format and columns of the scope documents, which must be returned in softcopy on a diskette or CD as well as in hardcopy.

- # – Pre-assigned item number
- **Questions** – Questions are presented in two sections per scope: **Qualifier** and **Detailed**.
  - o **Qualifier** – There are three or more questions in this section, which are meant to determine if a Respondent or its subconsultant has sufficient skills in this scope. These questions generally ask for a Yes/No answer, or a number to rate experience on a defined scale. The rating scale for self-ranking questions is in the footer on every page. *If you cannot answer all of the questions in this section to indicate at least average expertise, do not answer the detailed questions.*
  - o **Detailed** – These questions will more thoroughly explore a Respondent’s experience in that scope category. They also require one-word or number answers, or self-ranking.
  - o **All questions** – Answers for the questions must be complete. In some cases, several tasks or products are listed for a question; your response must address all items listed. Therefore, if you are familiar with only a portion of the items, you must indicate the ones with which you do not have experience. In addition, if requested, you must indicate the specific release level(s) of the software with which your firm has expertise. The City is looking for experience with release levels that are currently certified by the software vendor unless otherwise indicated.
- **Response** – Input your one-word, number or ranking response in this column. Use the Comments at the far right for any additional text/explanations, or if directed in the question for further information.
- **Primary/Subconsultant** – Indicate whether the primary provider of services will be the Respondent, or if it will be a subconsultant – Use “Primary” or “Sub” as appropriate. Only one scope response can be submitted for each category. If both the primary Respondent and a sub can provide these services, it is recommended that you select the more capable provider.
- **Reference Numbers** – If you are including a reference for which you performed the function covered in that question (using the same approach, technology, etc.), provide a number (that you assign) to that reference. Provide the rest of the information about that reference in the Reference Exhibit 11. You must provide a reference for the qualifier questions; it is recommended that you provide one for any question ranked as C- Critical. You may use the same reference for multiple questions, but must include at least three per scope.
- **Comments** – Use this section to provide additional information as requested in the question or any comments you wish to make. For lengthy comments – please attach a separate sheet or provide a link and include the scope category and question number (e.g., IT Infrastructure Design question *n*).

**EXHIBIT 3**  
**Application Development, Support and Ongoing Maintenance Scope**

#	<p align="center"><b>Scope Category: Application Development, Support and Ongoing Maintenance</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s (see footnote)	Comments
<b>Qualifier Questions</b>					
1.	<p>Rate your experience* specifying, designing, coding, and delivering custom-developed web software applications, programmed in Java EE, running on Linux/UNIX servers in JBOSS or WebLogic containers, using Oracle Databases, and incorporating Java frameworks such as Struts, Spring, Hibernate and dojo Toolkit.</p> <p>Use the Comments section to cite examples and to identify specific tools and methodologies used.</p>				
2.	<p>Rate your experience* performing ongoing application support for custom-developed web software applications, programmed in Java EE, running on Linux/UNIX servers in JBOSS or WebLogic containers, using Oracle EE Database, and incorporating Java frameworks for the following situations:</p> <ul style="list-style-type: none"> <li>- For an application your firm originally developed</li> <li>- For an application originally developed by another firm, or by a client's in-house development team</li> </ul> <p>Use the Comments section to cite specific examples in each category and describe any specific methodologies and tools used.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center"><b>Scope Category: Application Development, Support and Ongoing Maintenance</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s (see footnote)</i>	<i>Comments</i>
3.	<p>Rate your experience* designing, building, and implementing custom-developed web software applications with contemporary application security practices.</p> <p>Specify if you have proven experience with PII, PCI, and HIPAA applications.</p> <p>Use the Comments section to identify any specific tools and methodologies used.</p>				
<b>Detailed Questions</b>					
4.	<p>Indicate the percentage of company projects in the last two years (based on total staffing) that used Java as the primary language and related tools such as Struts, Spring, Hibernate, and dojo.</p> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
5..	<p>Indicate the number of company projects in the last two years that produced revenue up to \$100K that used Java as the primary language and related tools such as Struts, Spring, Hibernate, and dojo.</p> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center"><b>Scope Category: Application Development, Support and Ongoing Maintenance</b></p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s (see footnote)</i></p>	Comments
6.	<p>Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that used Java as the primary language and related tools such as Struts, Spring, Hibernate, and dojo.</p> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
7.	<p>Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that used Java as the primary language and related tools such as Struts, Spring, Hibernate, and dojo.</p> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p style="text-align: center;"><b>Scope Category: Application Development, Support and Ongoing Maintenance</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s (see footnote)	Comments
8.	<p>Indicate the number of employees with at least three years' Java EE experience developing custom web software applications running on Linux/UNIX servers in JBOSS or WebLogic containers, using Oracle EE or similar Relational Databases and including the following:</p> <ul style="list-style-type: none"> <li>- JSP</li> <li>- Servlets</li> <li>- MDB</li> <li>- EJB</li> <li>- JMS</li> <li>- JavaScript</li> <li>- JSON</li> <li>- JEE Transaction based applications</li> </ul> <p>Use the Response section to identify the number of staff.</p> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response. Identify any of the above with which your firm does not have experience.</p>				
9.	<p>Rate your experience specifying, designing, coding, and implementing websites using the Adobe CQ web content management product.</p> <p>Use the Comments section to cite the versions with which you have experience.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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10.	Rate your experience specifying, designing, developing, and implementing web services, specifically <ul style="list-style-type: none"> <li>- REST web services</li> <li>- SOAP/XML web services</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response. Identify any of the above with which your firm does not have experience.				
11.	Rate your experience specifying, designing, developing, and implementing mobile applications for handsets and tablets on the following platforms: <ul style="list-style-type: none"> <li>- Android devices</li> <li>- BlackBerry devices</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response.				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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12.	<p>Rate your experience specifying, designing, developing, and implementing mobile applications for handsets and tablets with the following capabilities:</p> <ul style="list-style-type: none"> <li>- Photography</li> <li>- GPS geolocation</li> <li>- Map Display</li> <li>- Synchronizing data with a remote server/database</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
14.	<p>Rate your experience* with the following Software Development Life Cycle methodologies:</p> <ul style="list-style-type: none"> <li>- Agile development</li> <li>- Rational Unified Process (or similar)</li> <li>- Waterfall (or similar)</li> <li>- Other methodologies with which you have expertise (proprietary, custom or other)</li> </ul> <p>In the Response section rate your experience in each category. Use the Comments section to cite references and identify specific methodologies and tools.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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15.	<p>Rate your experience* applying product design and user experience expertise to web software applications in the following areas:</p> <ul style="list-style-type: none"> <li>- Research, Analysis and Synthesis</li> <li>- Prototyping and Iterative Human-centered design</li> <li>- Information Architecture and Navigation design</li> <li>- Interaction design</li> <li>- User Interface and Graphic Design</li> <li>- Usability Testing</li> <li>- Responsive design</li> <li>- Mobile First design orientation</li> </ul> <p>Use the Comments section to identify specific methodologies and tools.</p>				
16.	<p>Rate your experience* implementing web applications that are accessible to disabled users and comply with</p> <ul style="list-style-type: none"> <li>- Federal Section 508 standards</li> <li>- Illinois Information Technology Accessibility Act standards</li> </ul> <p>Use the Comments section to cite examples or otherwise substantiate your response.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p align="center"><b>Scope Category: Application Development, Support and Ongoing Maintenance</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s (see footnote)</i>	<i>Comments</i>
17.	Rate your experience* planning, designing, and executing manual and automated software application testing, including: - Planning, scripting, and executing software tests - Junit and Jmeter test automation - Neotys NeoLoad, LoadRunner (or similar screen-capture test tool)  Use the Comments section to cite examples or otherwise substantiate your response.				
18.	Rate your experience* designing, developing, implementing, and supporting Microsoft .NET applications with these technologies: - Visual Studio - .NET Framework - MS SQL Server  Use the Comments section to identify the release levels with which you have experience, and any of the above with which your firm does not have experience.				

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19.	<p>Rate your experience* designing, developing, implementing, and supporting applications with these technologies:</p> <ul style="list-style-type: none"> <li>- Oracle Application Express</li> <li>- Oracle Forms</li> <li>- Oracle Application Server</li> <li>- Oracle Reports</li> <li>- Oracle PL/SQL</li> </ul> <p>Use the Comments section to identify the release levels with which you have experience, and any of the above with which your firm does not have experience.</p>				
20.	<p>Rate your experience* converting and modernizing existing applications from old technology platforms to contemporary Java/Linux/JBOSS/Oracle platforms, specifically:</p> <ul style="list-style-type: none"> <li>- Oracle Forms to Oracle APEX or Java</li> <li>- Oracle WebLogic Portal Java apps to Java/JBOSS</li> <li>- SilverStream Java apps to Java/JBOSS</li> <li>- Microsoft Access apps to APEX/Java and Oracle DB</li> <li>- Borland Paradox apps to APEX/Java and Oracle DB</li> </ul> <p>For each item, indicate Yes/No in the Response. Use the Comments section to cite examples and any applicable release levels.</p>				

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21.	<p>Rate your experience* performing ongoing application support activities for existing custom-developed web applications and systems, including the following:</p> <ul style="list-style-type: none"> <li>- Break/fix support</li> <li>- Enhance and modernize existing applications in response to business changes</li> <li>- Remediate security vulnerabilities when identified</li> <li>- Maintain operational availability and reliability</li> <li>- Implement application monitoring on a 24x7 basis</li> <li>- Respond to application alerts on a 24x7 basis</li> <li>- Provide end user support</li> <li>- Provide end user training</li> </ul> <p>Use the Comments section to cite examples or otherwise substantiate your response.</p>				
22.	<p>Rate your experience* installing, configuring, administering and supporting Apache web servers.</p> <p>Use the Comments section to cite examples or otherwise substantiate your response. Include release levels.</p>				

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23.	<p>Rate your experience* installing, configuring, administering and supporting Red Hat JBOSS and Oracle WebLogic Server application servers in a clustered, multi-server, high availability Java/JVM hosting environment, including the following:</p> <ul style="list-style-type: none"> <li>- Creating new domains and clustered environments</li> <li>- Implementing automated monitors on a 24x7 basis</li> <li>- Responding to automated alerts on a 24x7 basis</li> <li>- Maintaining operational availability and reliability</li> <li>- Troubleshooting and resolving issues</li> <li>- Patching and remediating security vulnerabilities</li> <li>- Patching and upgrading host environment products</li> <li>- Monitor capacity utilization and tune performance</li> <li>- Transition new applications to hosting environment</li> <li>- Support projects that impact hosting environment</li> </ul> <p>Use the Comments section to cite examples or otherwise substantiate your response. Include release levels.</p>				

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24.	<p>Rate your experience* installing, configuring, administering, and supporting Software Configuration Management (SCM) tools for custom web software applications, including:</p> <ul style="list-style-type: none"> <li>- CVS</li> <li>- Ant</li> <li>- Cruise Control</li> <li>- Git and GitHub</li> <li>- Subversion</li> <li>- Maven</li> <li>- TeamCity</li> </ul> <p>Use the Comments section to cite examples or otherwise substantiate your response. Identify specific products and versions if applicable.</p>				

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25.	<p>Rate your experience* providing application support for IBM/MVS systems, including the following:</p> <ul style="list-style-type: none"> <li>- Troubleshoot, analyze, design, test, and implement fixes to existing systems</li> <li>- Convert databases from VSAM to Oracle EE DB</li> <li>- Design and implement browser-based tools to search, retrieve, and view historical data exported from VSAM to Oracle DB.</li> <li>- Provide expertise in the following technologies <ul style="list-style-type: none"> <li>o COBOL</li> <li>o VSAM</li> <li>o CICS</li> <li>o JCL</li> </ul> </li> </ul> <p>Use the Comments section to cite examples or otherwise substantiate your response. Identify specific products and versions if applicable.</p>				
26.	<p>From what office locations will the resources assigned to City projects originate?</p>				

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**EXHIBIT 4**  
**GIS Application Development, Support and Ongoing Maintenance Scope**



#	<p align="center"><b>Scope Category: GIS Application Development and Support</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. # (see footnote)	Comments
<b>Qualifier Questions</b>					
1.	<p>Rate your experience* designing, developing, and implementing Geodatabases and GIS Layers for the Esri GIS platform (version 9.3 and later).</p> <p>Use the Comments section to cite examples that substantiate your response. Specify the Esri release levels with which you have experience.</p>				
2.	<p>Rate your experience* designing, developing, and implementing websites, applications, and web services with ArcGIS Server using JavaScript, Java EE, SOAP/XML, REST, and Oracle EE Databases.</p> <p>Use the Comments section to cite examples that substantiate your response. Indicate any of the above in which you do not have proven experience or expertise.</p>				
3.	<p>Rate your experience* providing application support and ongoing maintenance for Esri GIS Geodatabases, Layers, and custom websites, applications, and web services for a multi-agency public or private client.</p> <p>Use the Comments section to cite examples that substantiate your response.</p>				

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#	<p align="center"><b>Scope Category: GIS Application Development and Support</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	Ref. # <i>(see footnote)</i>	Comments
4.	Rate your experience* developing ArcObject based tools and applications using Java or Python.  Use the Comments section to cite examples that substantiate your response.				
<b>Detailed Questions</b>					
5.	Provide the total number of application development projects completed in the last two years, and the percentage of those projects (based on staffing) that were primarily focused on GIS application development. (e.g., 10 Projects, 50% GIS)  Use the Comments section to cite reference projects or otherwise substantiate the Response.				
6.	Provide the total number of GIS application development projects in the last two years that produced revenue up to \$100K, and the percentage of those projects that used Java as the primary programming language. (e.g., 5 projects, 50% Java).  Use the Comments section to cite reference projects or otherwise substantiate the Response. If the Java percentage is less than 25%, please elaborate.				

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#	<p align="center"><b>Scope Category: GIS Application Development and Support</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. # (see footnote)</i>	Comments
7.	Provide the total number of GIS application development projects in the last two years that produced revenue from \$100K to \$500K, and the percentage of those projects that used Java as the primary programming language. (e.g., 5 projects, 50% Java).  Use the Comments section to cite reference projects or otherwise substantiate the Response. If the Java percentage is less than 25%, please elaborate.				
8.	Provide the total number of GIS application development projects in the last two years that produced revenue exceeding \$500K, and the percentage of those projects that used Java as the primary programming language. (e.g., 5 projects, 50% Java).  Use the Comments section to cite reference projects or otherwise substantiate the Response. If the Java percentage is less than 25%, please elaborate.				
9.	Provide the total number of full-time employees in the firm, the number of full-time GIS consulting employees, the number of full-time employees that are GIS-certified and the number of full-time employees that have a GIS-related degree.				
10.	Rate your experience* designing, developing, implementing, and supporting GIS Geodatabases and Layers for the ESRI platform.  <b>Use the Comments section to cite reference projects or otherwise substantiate the Response</b> and include the product version level(s).				

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11.	<p>Rate your experience* designing, developing, implementing, and supporting GIS Geodatabases in the following areas:</p> <ul style="list-style-type: none"> <li>- Relational Data Modeling and Normalization</li> <li>- Facilitating design workshops with stakeholders</li> <li>- Modeling geographic layers</li> <li>- Annotation Feature Class Design</li> <li>- Design and implementation of topology rules</li> <li>- Integrating other Enterprise DBs with Geodatabase</li> <li>- Geometric Network Geodatabase design</li> <li>- Design of Planimetric Feature datasets</li> <li>- Design of Cadastral Feature datasets</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
12.	<p>Rate your experience* administering, managing, and supporting Geodatabases, including:</p> <ul style="list-style-type: none"> <li>- Administering the Esri Spatial Data Engine (SDE)</li> <li>- Managing versioned databases</li> <li>- Managing Raster datasets</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				

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13.	<p>Rate your experience* designing, developing, implementing, and supporting GIS Data Management processes, including:</p> <ul style="list-style-type: none"> <li>- Developing programs to transform and load relational databases and flat files into GIS</li> <li>- Developing batch geocoding programs</li> <li>- Data change detection (temporal image analysis)</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
14.	<p>Rate your experience* designing, developing, implementing, and supporting GIS Data Conversion programs, including:</p> <ul style="list-style-type: none"> <li>- Strategy, Planning, and Design</li> <li>- Data creation from paper sources</li> <li>- Data creation from raster sources</li> <li>- Data creation from CAD sources</li> <li>- Georeferencing Raster Datasets</li> <li>- Enterprise data migration from shapefile to geoDB</li> <li>- Quality Control of data conversion projects</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
15.	<p>Rate your experience* in GIS Data Editing, including:</p> <ul style="list-style-type: none"> <li>- ArcGIS Online</li> <li>- ArcGIS Desktop</li> <li>- ArcGIS Server</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				

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16.	Rate your experience* in GIS Data Acquisition, including: <ul style="list-style-type: none"> <li>- Remote sensing (e.g., LiDAR)</li> <li>- Change detection (e.g., imagery analysis over time)</li> <li>- Field based GPS acquisition</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response.				
17.	Rate your experience* using Esri GIS tools, including: <ul style="list-style-type: none"> <li>- ArcGIS Online</li> <li>- ArcGIS Spatial Analyst</li> <li>- ArcGIS Geostatistical Analyst</li> <li>- ArcGIS 3D Analyst</li> <li>- ArcLogistics (i.e. Routing)</li> <li>- Creating new ArcGIS Server services</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response.				
18.	Rate your experience* designing, developing, implementing, and supporting GIS mapping solutions, including: <ul style="list-style-type: none"> <li>- Map Creation</li> <li>- Geocoding files and datasets</li> <li>- Point layer creation</li> <li>- Advanced GIS geoprocessing (buffering, heat maps, statistical analysis, etc.)</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response.				

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19.	Rate your experience* in advance GIS analysis, including: <ul style="list-style-type: none"> <li>- Spatial analysis</li> <li>- Environmental Impact analysis</li> <li>- Economic Development &amp; Trending analysis</li> <li>- Utility applications</li> <li>- Engineering applications</li> <li>- Network analysis and routing applications</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response.				
20.	Rate your experience* in Remote Sensing analysis, including: <ul style="list-style-type: none"> <li>- Use, modeling and analysis of LiDAR data</li> <li>- Use, analysis of multi-spectral Satellite imagery</li> <li>- Use, analysis of Aerial photography</li> <li>- Intergraph ERDES Imagine product expertise</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response.				

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21.	<p>Rate your experience* designing, developing, implementing, and supporting ArcGIS Server business solutions, including:</p> <ul style="list-style-type: none"> <li>- Developing Java EE and JavaScript websites, applications and web services integrated with ArcGIS Server map services</li> <li>- Rendering graphic layers based on queries to non-GIS databases</li> <li>- Developing web applications that edit GIS layers in SDE</li> <li>- Integrating ArcGIS Server websites and applications with custom/external web services</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				

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22.	<p>Rate your experience* administering, managing, and supporting GIS hosting environments, including:</p> <ul style="list-style-type: none"> <li>- Install, configure, administer, and support ArcGIS Server</li> <li>- Administer and manage separate environments for Development, Test, and Production</li> <li>- Implement 24x7 GIS environment monitors</li> <li>- Respond to 24x7 GIS automated monitors</li> <li>- Maintain operational Availability and Reliability</li> <li>- Apply security patches and remediate vulnerabilities</li> <li>- Patch and Upgrade Esri product versions</li> <li>- Capacity analysis and performance tuning</li> <li>- Accept new applications in the hosting environment</li> <li>- Support developers and application changes</li> <li>- Support outside projects that impact GIS hosting</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				

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23.	<p>Rate your experience* designing, developing, implementing and supporting GPS technology and tracking systems, including:</p> <ul style="list-style-type: none"> <li>- Automated Vehicle Location tracking systems</li> <li>- Handset Location tracking systems</li> <li>- Laptop/Mobile/Tablet Location tracking systems</li> <li>- Vehicle Routing, Tracking and Estimated Time of Arrival systems</li> <li>- Telematics and In-vehicle Sensor Tracking systems (e.g. Plow Up/Down, Hard Braking, Long Idling)</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
24.	<p>Rate your experience* designing, developing, implementing and supporting GIS websites, applications, and web services using the following:</p> <ul style="list-style-type: none"> <li>- JSP and Java EE (including frameworks)</li> <li>- JavaScript, JSON and dojo Toolkit</li> <li>- REST and SOAP/XML web services</li> <li>- Using the Java API to ArcObjects</li> <li>- Python</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response..</p>				

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25.	Rate your experience* designing, developing, implementing, and supporting specialized custom solutions, including: <ul style="list-style-type: none"> <li>- PL/SQL programming</li> <li>- Esri ST Geometry commands</li> <li>- Unix shell scripts</li> </ul> Use the Comments section to cite reference projects or otherwise substantiate the Response..				
26.	Rate your experience* converting legacy Visual Basic 6 GIS data editing tools to contemporary commercial or custom Java replacement tools:  Use the Comments section to cite reference projects or otherwise substantiate the Response..				

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27.	<p>Rate your experience* integrating custom, client-developed GIS web services into new applications and services built by your firm (leveraging these pre-built, custom services rather than building new services). The City examples in this area include:</p> <ul style="list-style-type: none"> <li>- Enterprise Location Services, a web service that provides a variety of address cleansing, geocoding, lookup and other services</li> <li>- Layer Application Database, a service that allows layer configurations for websites and applications to be managed outside program code</li> <li>- Data Editing Service, a service that provides one level of abstraction from the SDE for layer editing</li> </ul> <p>Use the Comments section to cite reference projects or otherwise substantiate the Response.</p>				
28.	<p>From what office locations will the resources assigned to City projects come originate?</p>				

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**EXHIBIT 5**  
**Database Support and Ongoing Maintenance**

#	<p align="center"><b>Scope Category: Onsite and Remote Database Support</b></p> <p><i>Scope Questions: Please respond to the <b>Qualifiers</b> questions. If you, or any subconsultants you plan to use, have <b>not</b> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
<b>Qualifier Questions</b>					
1.	Do you provide Remote Database Support? (Yes/No) Please indicate the number of DBAs on staff with a minimum of 2 years of Oracle DBA and MongoDB experience.				
2.	Indicate if your service provides a Primary DBA (familiar with our Account) and Backup DBAs instead of providing a primary account manager with a pool of DBAs? (Yes/No)				
3.	Indicate if your remote service allows direct access to DBA via phone, pager and email? (Phone/Pager/Email/All)				
4.	Indicate and describe database training you provide, if any . Does this include certification?				
<b>Detailed Questions</b>					

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5.	Indicate the database platforms deployed by your company in projects in the past two years and the proportion of each platform as total database projects (based on total staffing).				
6.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that used Oracle database technologies.				

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7.	Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that used Oracle database technologies.				
8.	Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that used Oracle database technologies.				

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9.	Do you provide Onsite Database Support? (Yes/No) Please indicate the number of DBAs on staff with a minimum of 2 years of DBA experience that perform this function.				
10.	Rate your experience* in database design, to include the following activities: <ul style="list-style-type: none"> <li>- Evaluate overall configuration by server and make recommendations for CPU, memory, disk layouts, required tapes, etc.</li> <li>- Evaluate design of Oracle related software with respect to Security, Data Integrity, Backup/Recovery, Location Independence, and Performance</li> <li>- Publish and enforce standards as they relate to customizations, extensions, modifications, and interfaces</li> </ul> Use the Comments section to identify any of the above aspects with which your firm does not have experience.				

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11.	<p>Rate your experience* in DB installation and upgrades, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Install and configure the Oracle Software (following City Standards and Best Practices)</li> <li>- Upgrade database software</li> <li>- Research and Recommend Fixes/Patches</li> <li>- Apply Non-OS Emergency Fixes/Patches</li> <li>- Apply Non-OS Fixes/Patches</li> <li>- Calculate/Specify space requirements</li> <li>- Create startup/shutdown/monitoring scripts for software including but not limited to DB, Listeners, Agents, Web Servers, Forms Servers, Report Servers</li> <li>- Migrate software/changes through stages using change control techniques (Generally during off-hours.)</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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12.	<p>Rate your experience* in database administration, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Implement DB Design including the creation/and modification of instances and database objects such as tables, views, links, indexes, users, profiles etc.</li> <li>- Write and execute SQL and SQL scripts including DDL and DML</li> <li>- Configure and execute Database Utilities such as SQL*Loader / Data Pump</li> <li>- Suggest, Create, Track Task Order Requests (SRs)</li> <li>- Provide technical mentoring and knowledge transfer</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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13.	<p>Rate your experience* in database backup and recovery, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Create, document, and implement backup and recovery procedures for all types of backup: hot, cold, off-site, and logical</li> <li>- Re-Certify Backup/Restore Strategy at least Quarterly</li> <li>- Verify Backups Nightly (Logical/Physical/RMAN)</li> <li>- Conduct Restore/Recover Tests no less than Quarterly</li> <li>- Restore/Recover (Non-OS) components</li> <li>- Manage all archive files</li> <li>- Recover (or Monitor) using LogMiner</li> <li>- Use of RMAN as focus of backup/recovery strategy</li> <li>- Approve/Implement Backup/Recovery design</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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14.	<p>Rate your experience* in database monitoring, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Monitor no less than daily: CPU/Disk/Memory and take corrective action if needed; Report trends by day/week/month</li> <li>- Monitor continuously: Locks, Blocked Processes, Blocking Processes and take corrective action to allow processing to continue</li> <li>- Monitor no less than daily: Segments and DB Objects for space and organization and take corrective action if needed; Report trends by day/week/month</li> <li>- Monitor validity of the database objects and recompile if needed</li> <li>- Monitor no less than daily: Oracle related Alerts, Logs and Traces and address issues that are presented</li> <li>- Monitor continuously: Any process needed to connect to the database such as a listener, agent, or process related to the Instance, Forms Server, Web Server, Apache, OEM / GRID, or Concurrent Manager) and take corrective action if needed</li> <li>- Execute DB Health Checklist by 8:30 AM every day and take corrective/preventive actions as needed</li> <li>- Configure OEM / GRID with standard and City-requested alerts and jobs</li> <li>- Create shell scripts to monitor performance as needed</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
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15.	<p>Rate your experience* in database tuning, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Tune Instance and Database (including init.ora, o/s related parameters)</li> <li>- Tune Application (DB Tier, i.e., PL/SQL)</li> <li>- Tune Application (Middle tier, i.e., Oracle AS)</li> <li>- Tune SQL by executing Traces/Explains and recommending/implementing improvements to queries or database to improve response</li> <li>- Tune Application (Client Tier including debugging memory/CPU/version/conflict problems)</li> <li>- Track, coordinate resolution, and report on all performance problems including those turned over to other teams for ultimate resolution</li> <li>- Gather statistics in a timely fashion</li> <li>- Recommend/Manage Materialized Views</li> <li>- Reorganize data and indexes as needed</li> <li>- Proactively address problems that trend analysis is predicting</li> <li>- Relocate files if needed</li> <li>- Purge Alerts/Archives/Logs/Traces/Outputs related to Oracle products</li> <li>- Correct Out of Space and Extent Conditions</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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16.	<p>Rate your experience* in database security, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Eliminate Default Passwords, guard against bad passwords used by adhering to standards, periodically testing for password violations, and configuring profiles when possible</li> <li>- Add DB users, roles, profiles as specified by Program Management team</li> <li>- Add Application users, roles, responsibilities as specified by Program Management team</li> <li>- Formulate O/S security requests needed to protect the Oracle related software and the integrity of the system</li> <li>- Recommend Firewall/Security Specification and test implementation</li> <li>- Restrict Public Packages</li> <li>- Perform requested grants/revokes</li> <li>- Maintain SSL Certificates</li> <li>- Proactively monitor and maintain Oracle Security Patches</li> <li>- Design and implement Oracle Audits, including writing/distributing associated reports and cleaning up the audit files</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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17.	<p>Rate your experience* in emergency problem resolution and assistance, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Provide 24 x 7 monitoring of alerts, thresholds, and availability</li> <li>- Troubleshoot errors occurring from batch jobs or processes</li> <li>- Respond to off-hour help desk triage</li> <li>- Respond to support pager within 15 minutes</li> <li>- Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of an Application/Web Tier failure</li> <li>- Make technical adjustments needed to provide for middle tier availability within 20 minutes of failure of a DB Tier failure</li> <li>- Provide local resource within 2 hours for extreme emergency</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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18.	<p>Rate your experience* in data movement, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Configure and execute SQL*Loader / Data Pump</li> <li>- Configure and execute Import/Export</li> <li>- Move/Copy Data</li> <li>- Replicate Data/Environments for Patching, Development, Acceptance, Security, R&amp;D, training and Testing purposes</li> <li>- Replicate Data/Environments nightly (or as agreed upon) for Reporting Purposes</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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19.	<p>Rate your experience* in related client tier support, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Provide Specification for Oracle Client Software (including SQLNET/TNSNAMES) and keep master listing up to date. Install on prototype or application server.</li> <li>- Provide Specification for Browser/Client Requirements related to Oracle Software</li> <li>- Install/ Configure Server components (such as repositories) needed to execute client software (such as Designer, OEM / GRID)</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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20.	<p>Rate your experience* in related system administration support, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Perform scheduled and ad hoc startup/shutdown of instances</li> <li>- Perform scheduled and ad hoc backup/restores of mount points</li> <li>- Allocate mount points and NSF mount points</li> <li>- Allocate NSF Administer file permissions including ACLs</li> <li>- Administer Firewall definitions</li> <li>- Administer Unix password changes and user creation</li> <li>- Manage tapes including cataloging and off-site storage rotations</li> <li>- Monitor CPU/Memory/Disk Space, provide reports, and provide proactive recommendations</li> <li>- Monitor disk space; Make adjustments to keep area of I/O (such as FTP) available</li> <li>- Apply Emergency OS Fixes/Patches</li> <li>- Apply Non-Emergency Fixes/Patches</li> <li>- Restore/Recover (O/S) components</li> <li>- Implement scripts requiring root access</li> <li>- Configure Printers</li> <li>- Add Unix users, roles, profiles as specified by Program Management team</li> <li>- Proactively monitor and maintain server security patches</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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21.	<p>Rate your experience* in related application support, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Oversee the running of integrated batch schedule (including off-hour problem resolution)</li> <li>- Manage the change control process for the supported applications</li> <li>- Managing notifications of outages</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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22.	<p>Rate your experience* in the following products and activities:</p> <ul style="list-style-type: none"> <li>- Provide Oracle database support</li> <li>- Provide MS SQL Server Support</li> <li>- Provide PostGRES support</li> <li>- Provide DB2 Support</li> <li>- Provide MySQL support</li> <li>- Provide MongoDB support</li> <li>- Provide CouchDB support</li> <li>- Provide BerkleyDB support</li> <li>- Provide OracleNoSQL support</li> <li>- Provide ElasticSearch support</li> <li>- Provide BerkleyDB support</li> <li>- Provide BigTable support</li> <li>- Provide Cassandra support</li> <li>- Provide DynamoDB support</li> <li>- Provide OrientDB support</li> <li>- Provide Neo4j support</li> <li>- Provide VSAM Support (for data migrations)</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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23.	<p>Rate your experience* in the following XML related roles and technologies:</p> <ul style="list-style-type: none"> <li>- XML schema design</li> <li>- XML development including the use of DOM/ SAX, XSD, XSLT, XPath, and XQuery</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
24.	<p>Rate your experience* in the following database server technologies:</p> <ul style="list-style-type: none"> <li>- Real Application Clusters (RAC)</li> <li>- Automated Storage Management (ASM)</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

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**Exhibit 6**  
**Data Warehouse and Business Intelligence Development and Support**

#	<p align="center"><b>Scope Category: Data Warehouse and Business Intelligence</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
<b>Qualifier Questions</b>					
1.	<p>Indicate the number and proportion of staff members which have at least 2 years of experience with:</p> <ul style="list-style-type: none"> <li>- Oracle Business Intelligence Enterprise Edition 11g.</li> <li>- Oracle Endeca Information Discovery Tool</li> <li>- SAP Business Objects 3.x</li> </ul> <p><i>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</i></p>				
2.	<p>Rate your experience* in creating a data warehouse schema using the following methods:</p> <ul style="list-style-type: none"> <li>- Dimensional models (e.g., Kimbell method)</li> <li>- Normalized models (e.g., Inmon method)</li> <li>- Oracle BI Apps</li> </ul> <p><i>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</i></p>				

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#	<p align="center"><b>Scope Category: Data Warehouse and Business Intelligence</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
3.	Rate your experience* in extracting data from non-RDBMS sources, including: <ul style="list-style-type: none"> <li>- NoSQL databases</li> <li>- Hadoop-based sources</li> <li>- Third-party data available through APIs (e.g., Twitter)</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				
4.	Rate your experience* for creating and supporting complex reports and dashboards, including but not limited to using OBIEE Answers and BI Publisher tool. <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				
5.	Rate your experience* in enterprise server and storage design. Please indicate products used in the Comments section. <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				

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6.	Rate your experience* in creating RDPs using: <ul style="list-style-type: none"> <li>- Online RDP tool</li> <li>- Desktop RDP tool</li> <li>-</li> </ul> <i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i>				
<b>Detailed Questions</b>					
7.	Rate your experience* in supporting OBIEE for each of the following: <ul style="list-style-type: none"> <li>- Windows</li> <li>- Linux</li> <li>- Mobile deployment</li> <li>- Oracle Exalytics server</li> </ul> <i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i>				
8.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that have been focused on OBIEE deployment.  Use the Comments section to provide reference projects or otherwise substantiate your response.				

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9.	<p>Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that have been focused on OBIEE deployment.</p> <p>Use the Comments section to provide reference projects or otherwise substantiate your response.</p>				
10.	<p>Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that have been focused on OBIEE deployment.</p> <p>Use the Comments section to provide reference projects or otherwise substantiate your response.</p>				
11.	<p>Rate your experience* with integration of OBIEE with:</p> <ul style="list-style-type: none"> <li>- Sharepoint Server</li> <li>- R into OBIEE</li> <li>- Custom software using OBIEE APIs</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				

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#	<p align="center"><b>Scope Category: Data Warehouse and Business Intelligence</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
12.	<p>Rate your experience* with developing and supporting Oracle Endeca Information Discovery Tool on the following environments:</p> <ul style="list-style-type: none"> <li>- Oracle Exalytics server</li> <li>- Commodity hardware using Red Hat Linux</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				
13.	<p>Rate your experience* in integrating the following platforms with Microsoft ActiveDirectory:</p> <ul style="list-style-type: none"> <li>- Oracle Business Intelligence Enterprise Edition</li> <li>- Oracle Endeca</li> <li>- SAP BusinessObjects 3.x</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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14.	<p>Rate your experience* with developing Business Objects universes, using the current Consultant -certified release(s) of Designer and Supervisor, to include the following activities against Oracle or other databases.</p> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				
15.	<p>Rate your experience* with implementing row-and-column level security using Designer and Supervisor in Business Objects 3.x.</p> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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16.	<p>Rate your experience* in developing complex reports in Business Objects, including the following components:</p> <ul style="list-style-type: none"> <li>- Independent variables</li> <li>- Multiple queries</li> <li>- Linking multiple data sources</li> <li>- Importing/exporting data</li> </ul> <p>Use the Comments section to identify any of the above items with which your firm does not have experience and to indicate the products utilized.</p>				
17.	<p>Please indicate the number experienced specialists that can create complex extract-transform-load (ETL) jobs using the following platforms:</p> <ul style="list-style-type: none"> <li>- Kettle/Pentaho</li> <li>- Java</li> <li>- Clover</li> <li>- Informatica</li> <li>- Open Refine</li> <li>- Oracle GoldenGate</li> <li>- GeoKettle</li> </ul> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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#	<p align="center"><b>Scope Category: Data Warehouse and Business Intelligence</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
18.	<p>Rate your experience* in creating ETLs using the following sources:</p> <ul style="list-style-type: none"> <li>- Relational databases</li> <li>- “NoSQL” databases</li> <li>- External APIs</li> <li>- Text-based “flat” files</li> </ul> <p>Geographic data, including the transformation of coordinates</p> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience</p>				
19.	<p>Rate your experience* developing and supporting Master Data Management (MDM) data hubs.</p> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

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#	<p align="center"><b>Scope Category: Data Warehouse and Business Intelligence</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
21.	Rate your experience* in needs analysis and design of enterprise-wide business continuity/disaster recovery solutions. Please indicate any standard methodologies used.				

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**EXHIBIT 7**  
**ADVANCED ANALYTICS AND ANALYTIC COMPUTATION**

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: Advanced Analytics and Analytic Computation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
<b>Qualifier Questions</b>					
1.	<p>Rate your experience* with developing analytic models for the following functions. Please indicate in the comments the software used to program these analytical techniques.</p> <ul style="list-style-type: none"> <li>- Predict events given a cross-section or time-series of covariates.</li> <li>- Determine connections, relationships, and networks from multiple nodes.</li> <li>- Analyze text to uncover frequent words, topics, relationships, and trends.</li> <li>- Examine the ex post relationship between multiple measures, indicators, and actions.</li> <li>- Optimize geographic routes, sequence of operations, and timings.</li> </ul>				
2.	<p>Please indicate the number of specialists your company had dedicated to developing advanced analytics and research from question 1.</p>				

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#	<p><b>Scope Category: Advanced Analytics and Analytic Computation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
3.	Rate your experience* in developing static and interactive data visualizations using: <ul style="list-style-type: none"> <li>- Javascript</li> <li>- Ruby</li> <li>- AJAX</li> <li>- Adobe Illustrator</li> <li>- R</li> <li>- Java</li> </ul>				
4.	Indicate the number of specialists who can develop static and interactive data visualizations using the technology described in question 3.				
5.	Rate your experience* with implementing distributed computing or real-time computational systems, such as the following platforms: <ul style="list-style-type: none"> <li>- OpenStack</li> <li>- Apache Spark/Shark</li> <li>- Hadoop</li> <li>- Storm</li> <li>- Other platforms which achieve similar functions. Describe those platforms in the comments.</li> </ul>				
<b>Detailed Questions</b>					

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: Advanced Analytics and Analytic Computation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
6.	Indicate the percentage of company projects in the last two years (based on total staffing) that have been focused on advanced analytics, data visualization, or distributed/real-time computing for analytics.				
7.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that have been focused on advanced analytics, data visualization, or distributed/real-time computing for analytics.				
8.	Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that have been focused on advanced analytics, data visualization, or distributed/real-time computing for analytics.				
9.	Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that have been focused on advanced analytics, data visualization, or distributed/real-time computing for analytics.				
10.	Rate your experience* for implementing distributed/real-time computing for analytics.				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: Advanced Analytics and Analytic Computation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
11.	<p>Rate your experience* for supporting analytical scripts to autonomously execute on a real-time or on a chosen schedule (e.g., every minute, hour, day, week).</p>				
12.	<p>Rate your experience* in extracting and combining data from for each of the following:</p> <ul style="list-style-type: none"> <li>- Relational databases</li> <li>- “NoSQL” databases</li> <li>- External APIs</li> <li>- Text-based “flat” files</li> <li>- Other data sources. Describe those sources in the comments field.</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: Advanced Analytics and Analytic Computation</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
13.	<p>Rate your experience* in preparing data and results from analytical scripts to be stored for future use in the following areas:</p> <ul style="list-style-type: none"> <li>- Data warehouse (e.g., data marts)</li> <li>- Relational databases</li> <li>- “NoSQL” databases</li> <li>- Email delivery</li> <li>- Websites</li> <li>- Microsoft SharePoint Server</li> </ul> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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**EXHIBIT 8**  
**IT Infrastructure Design and Implementation Scope**

#	<p align="center"><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><i>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	Comments
<b>Qualifier Questions</b>					
1.	<p>Rate your experience* in physical infrastructure design and implementation. Please indicate any design and assessment tools used in the comments section. Also indicate any vendors or platforms for which your firm specializes. "As a service" solutions are to be included for all categories.</p> <ul style="list-style-type: none"> <li>-Fiber infrastructure</li> <li>-Copper infrastructure</li> <li>-Licensed and unlicensed wireless</li> <li>-Network components</li> <li>-Server systems</li> <li>-Storage systems</li> <li>-End-user systems</li> <li>-Power distribution systems</li> <li>-Cooling systems</li> <li>-Data center design</li> <li>-Legacy voice systems</li> <li>-Voice over IP systems</li> <li>-Video and web conferencing systems</li> </ul>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
2.	<p>Rate your experience* in logical design and implementation for communications and computing environments. Please indicate any design and assessment tools used in the comments section. Also indicate any vendors or platforms for which your firm specializes. "As a service" solutions are to be included for all categories.</p> <ul style="list-style-type: none"> <li>-WAN, MAN and LAN</li> <li>-Wireless networks</li> <li>-Storage systems</li> <li>-Server systems</li> <li>-Voice and video systems</li> <li>-Monitoring, logging and management systems</li> <li>-End-user device management</li> <li>-Asset management systems</li> </ul>				
3	<p>Rate your experience is Security systems design and implementation.</p> <ul style="list-style-type: none"> <li>-Firewall and IPS systems</li> <li>-End point protection</li> <li>- Security information and event management</li> <li>-Data loss prevention</li> <li>-Web content filtering</li> <li>-Network access control</li> </ul>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.



#	<b>Scope Category: IT Infrastructure Design and Implementation</b>  <b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
4.	Rate your experience* in authentication systems design. Please indicate any design and assessment tools used in the comments section. Also indicate any vendors or platforms for which your firm specializes				
5.	Rate your experience in infrastructure validation and documentation. Please indicate any specific tools used in the comments section. Also indicate any vendors or platforms for which your firm specializes.				
6.	Rate your experience* in software and peripheral selection. Please indicate any specific tools or methodologies used in the comments section. Also indicate any vendors or platforms for which your firm specializes.				
<b>Detailed Questions</b>					
6.	Indicate the percentage of company projects in the last two years (based on total staffing) that have been focused on IT Infrastructure Design and Implementation.				
7.	Indicate the number of company projects in the last two years that produced revenue ranging up to \$100K that have been focused on IT Infrastructure Design and Implementation.				
8.	Indicate the number of company projects in the last two years that produced revenue ranging from \$100K to \$500K that have been focused on IT Infrastructure Design and Implementation.				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see foot-note)</i>	<b>Comments</b>
9.	Indicate the number of company projects in the last two years that produced revenue exceeding \$500K that have been focused on IT Infrastructure Design and Implementation.				
10.	<p>Rate your experience* in server selection, to include the following vendors:</p> <ul style="list-style-type: none"> <li>- Cisco UCS</li> <li>- Dell</li> <li>- HP</li> <li>- Oracle</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p align="center"><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
11.	<p>Rate your experience* in these operating and virtualization systems, to include the following vendors:</p> <ul style="list-style-type: none"> <li>- Citrix</li> <li>- Microsoft</li> <li>- Oracle</li>   <li>- RedHat Linux</li> <li>- VMware</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				
12.	<p>Rate your experience* in application delivery solutions, to include the following products:</p> <ul style="list-style-type: none"> <li>- Cisco</li> <li>- F5</li> </ul> <p><i>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</i></p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
13.	<p>Rate your experience* in the design of Storage Area Network products by the following vendors:</p> <ul style="list-style-type: none"> <li>- Dell</li> <li>- EMC</li> </ul> <p>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</p>				
14.	<p>Rate your experience* with back-up and recovery solutions.,Include experience with the following vendor products:</p> <ul style="list-style-type: none"> <li>- Symantec Veritas</li> <li>- CommVault</li> <li>- Simpana</li> </ul> <p><b>Use the Comments section to identify any of the above vendors with which your firm does not have experience.</b></p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see footnote)</i>	<b>Comments</b>
15.	<p>Rate your experience* in performance testing and tuning:</p> <ul style="list-style-type: none"> <li>- PC Client</li> <li>- Server</li> <li>- Network</li> </ul> <p>Use the Comments section to identify any of the above items with which your firm does not have experience and to indicate the products utilized.</p>				
16.	<p>Please indicate the number of certified engineers for the following vendors/organizations:</p> <ul style="list-style-type: none"> <li>- Cisco</li> <li>- Citrix</li> <li>- Dell</li> <li>- EMC</li> <li>- F5</li> <li>- Juniper</li> <li>- McAfee</li> <li>- Microsoft</li> <li>- Oracle</li> <li>- RedHat Linux</li> <li>- VMware</li> </ul>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i>	<i>Ref. #s - (see foot-note)</i>	<b>Comments</b>
17.	Rate your experience* in network design. Use the Comments section to identify the manufacturer and products that your firm has utilized.  -CWDM/DWDM -SONET -Ethernet				
18.	Rate your experience* in data center design including power distribution and cooling. Use the Comments section to indicate manufacturer and products that your firm has utilized.				
19.	Rate your experience* in design of voice and video systems. Indicate experience with the following vendors.  -Avaya -Cisco -Microsoft -Polycom				

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#	<p><b>Scope Category: IT Infrastructure Design and Implementation</b></p> <p><b>Scope Questions: Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</b></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
20.	<p>Rate your experience* in design of IVR (Interactive Voice Response) systems for the following:</p> <p>Call Center Customer Relations Management (CRM) Computer Telephony Integration (CTI) environments Voice Script designs</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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**EXHIBIT 9**  
**Management Consulting Scope**



#	<p><b>Scope Category: Management Consulting</b></p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p>Ref. #s - (see footnote)</p>	Comments
<b>Qualifier Questions</b>					
1.	<p>Rate your experience* in general IT research and recommendations addressing one or more of the following:</p> <ul style="list-style-type: none"> <li>- Architectures</li> <li>- Methodologies</li> <li>- Technology</li> <li>- Technology outsourcing</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
2.	<p>Rate your experience* providing project management services for information technology projects up to \$100K.</p> <p>Use the Comments section to cite reference projects, describe your approach to staffing and project management methodologies and tools employed.</p>				
3.	<p>Rate your experience* providing project management services for information technology projects between \$100 and \$500K.</p> <p>Use the Comments section to cite reference projects, describe your approach to staffing and project management methodologies and tools employed.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: Management Consulting</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
4.	<p>Rate your experience* providing project management services for information technology projects over \$500K.</p> <p>Use the Comments section to cite reference projects, describe your approach to staffing and project management methodologies and tools employed.</p>				
5.	<p>Rate your experience conducting the following project management activities:</p> <ul style="list-style-type: none"> <li>- Development of project charters</li> <li>- Development of business cases</li> <li>- Development and maintenance of a project management plan</li> </ul>				
6.	<p>Please indicate the number of staff with a minimum of 2 years' experience that provide project management services. Please also indicate the number of staff who have CAPM, PMP, or PgMP, CSM, or other project management related certifications (e.g., 5 CAPM, 3 PMP)</p>				
7.	<p>From what office locations will the resources assigned to City projects originate?</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: Management Consulting</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
8.	<p>Rate your experience* in development of functional requirements for a business application, including the following activities:</p> <ul style="list-style-type: none"> <li>- Conducting staff and customer interviews</li> <li>- Documentation of all required data sources and desired interfaces to and from the application</li> <li>- Development of use cases and process diagrams</li> <li>- Documentation of any existing applications and manual processes that would be affected</li> <li>- Review of existing software packages for comparison to potential needs and for additional input as to functionality</li> <li>- Specifications for user access, inquiry and entry needs</li> <li>- Specifications for special technology, such as handheld devices</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
<b>Detailed Questions</b>					
9.	Indicate the percentage of company projects in the last two years (based on total staffing) focused on management consulting.				
10.	Indicate the number of management consulting projects in the last two years that produced revenue ranging up to \$100K.				
11.	Indicate the number of management consulting projects in the				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: Management Consulting</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
	last two years that produced revenue ranging from \$100K to \$500K.				
12.	Indicate the number of management consulting projects in the last two years that produced revenue exceeding \$500K.				
13.	Please indicate the number of staff with a minimum of 2 years' experience that provide management consulting services.				
14.	<p>Rate your experience* in Business Process Analysis and Re-Engineering, to include the following activities:</p> <ul style="list-style-type: none"> <li>- Conducting staff and customer interviews</li> <li>- Documenting current work processes for validation</li> <li>- Determining current cost of providing services and assessing customer services to calculate cost/benefit and ROI analysis</li> <li>- Conducting a comparison of the City's processes to reasonable benchmarks and best practices of other organizations, in both the public and private sectors. This may include surveys, questionnaires of other organizations, research, and data analysis.</li> <li>- Identifying gaps in the performance of critical processes and understanding which practices can be applied to improve performance. This may include performing detailed analysis of the way the City does business as compared to ideas and actual practices in other governments and organizations, and determining what may</li> </ul>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: Management Consulting</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
	<p>work best for the City.</p> <ul style="list-style-type: none"> <li>- Developing recommendations for improved processes, suggested activities to implement those recommendations and desired outcomes</li> <li>- Assistance in implementation of new business process and technology initiatives</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
15.	Rate your experience* in organizational assessment and/or organizational change management, including outsourcing and consolidation of business units.				
16.	Rate your experience* in application portfolio analysis for business continuity or other functions (please use Comments to specify).				
17.	<p>Rate your experience* in strategic business planning, including the following activities:</p> <ul style="list-style-type: none"> <li>- Business modeling</li> <li>- Operational assessment</li> <li>- Critical success factors</li> </ul>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: Management Consulting</b></p> <p><b>Scope Questions:</b> <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	<i>Response</i>	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p><i>Ref. #s - (see footnote)</i></p>	<b>Comments</b>
	<p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
18.	<p>Rate your experience* in preparation of requests for information and Qualifications to determine and evaluate technical solutions.</p>				
19.	<p>From what office locations will the resources assigned to City projects originate?</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

**EXHIBIT 10**  
**Information Security Scope**

#	<p><b>Scope Category: Information Security</b></p> <p>Scope Questions: <i>Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</i></p>	Response	<p><i>Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)</i></p>	<p>Ref. #s - (see foot-note)</p>	Comments
<b>Qualifier Questions</b>					
1.	<p>Do you have a documented information security management framework that has been utilized in the design, development, and implementation of an integrated security risk management program or activities? (Y/N)</p> <p>Use the Comments section to cite reference projects, describe your approach and methodologies and tools employed.</p>				
2.	<p>Do you have experienced certified information security professionals who have conducted and/or completed a Risk Assessment and Analysis to address identified gaps, and have provided audit and attestation services? (Y/N)</p> <p>Use the Comments section to cite reference projects, describe your approach and methodologies and tools employed.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.



#	<p><b>Scope Category: Information Security</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
3.	<p>Does your company have experience establishing appropriate information security policies and selecting cost-effective strategies to establish or implement such policies? (Y/N)</p> <p>Use the Comments section to cite reference projects, describe your approach and methodologies and tools employed.</p>				
4.	<p>Have you done any projects related to information security incident response, business continuity, and forensic services in the last two years?</p> <p>Use the Comments section to cite reference projects, describe your approach and methodologies and tools employed.</p>				
5.	<p>Does your staff have the capacity and skill sets to perform information security environment assessments, including code reviews and penetration testing?</p> <p>Use the Comments section to cite reference projects, describe your approach and methodologies and tools employed.</p>				
<b>Detailed Questions</b>					
6.	Indicate the percentage of company projects in the last two years (based on total staffing) focused on information security.				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: Information Security</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
7.	Indicate the number of full-time staff that are Information Security certified or have an IS-related degree.  Use the Comments section to indicate the type of certificates or degrees.				
8.	Indicate the number of information security projects in the last two years that produced revenue ranging up to \$100K.				
9.	Indicate the number of Information security projects in the last two years that produced revenue ranging from \$100K to \$500K.				
10.	Indicate the number of information security projects in the last two years that produced revenue exceeding \$500K.				
11.	Please indicate the number of staff with a minimum of 2 years' experience that provide information security services, and the percentage of those dedicated to information security work.				
12.	Rate your experience* in information security management consulting services, including the following activities: <ul style="list-style-type: none"> <li>- Assessing current business practices and systems through researching current processes and identifying areas to be remedied, enhanced, or refined.</li> <li>- Evaluating potential alternatives and design new systems to meet desired needs</li> <li>- Formulating implementation plans</li> <li>- Developing follow-up procedures to accomplish planned objectives.</li> </ul>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

#	<p><b>Scope Category: Information Security</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
	<ul style="list-style-type: none"> <li>- Providing assistance during the implementation phase of the plan.</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
13.	<p>Rate your experience in providing information security professional services in:</p> <ul style="list-style-type: none"> <li>- Systems design, development and implementation</li> <li>- Training and knowledge transfer</li> <li>- Optimization of information security solutions</li> <li>- Research and analysis</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
14.	<p>Rate your experience in information incident response and forensic services as related to the following areas:</p> <ul style="list-style-type: none"> <li>- Incident identification, response, containment and data remediation</li> <li>- Use of tools and techniques, including software forensic applications for evidence collection and preservation</li> <li>- Investigations of suspicious and malicious activities</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

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#	<p><b>Scope Category: Information Security</b></p> <p><b>Scope Questions:</b> Please respond to the <u>Qualifiers</u> questions. If you, or any subconsultants you plan to use, have <u>not</u> performed the items in this section, please skip the remaining detailed questions in this scope and move to the next scope category; otherwise complete the rest of the items for this scope.</p>	Response	Is this a service that you provide or will a subconsultant perform it? (Indicate "primary" or "sub" as needed)	Ref. #s - (see footnote)	Comments
15.	<p>Rate your experience with providing Information security assessment, audit, and attestation services:</p> <ul style="list-style-type: none"> <li>- Use of standards and frameworks such as NIST 800-53, ISO 27001, COBIT, PCI-DSS, HIPAA-HITECH, FERPA, and CJIS.</li> <li>- Evaluate people, process, and technology components which contribute to the delivery of services under review.</li> <li>- Optimization of information security solutions to maximize return on technology investments.</li> </ul> <p>Use the Comments section to identify any of the above aspects with which your firm does not have experience.</p>				
16.	<p>From what office locations will the resources assigned to City projects originate?</p>				

**Reference #:** If you are using one or more reference(s) to demonstrate capability in this section, indicate the identification number of each reference, which will tie to the reference page (See Reference Section).

**\*Rating scale:** 5 = excellent/best-in-class, 4 = above average, 3 = average, 2 = less than average, 1 = minimal exposure, 0 = no experience.

**EXHIBIT 11**

**PRIMARY AND SUBCONSULTANT RESPONDENT PROFILE**

### Primary Respondent Profile

Firm name			
Headquarters location			
Web Site, if applicable			
Names of Principals			
Contact for this RFQ			
Contact telephone number, fax number, and email address			
Length of time in business			
Total number of full-time technical staff			
Total number of full-time technical staff that has been with the firm for over three years			
Turnover rate for full-time technical staff in the last year			
Total number of full-time support staff			
Is there an office in the greater Chicagoland area? If so, please complete the following:  <div style="text-align: right; margin-right: 100px;">Local office address</div> <div style="text-align: right; margin-right: 100px;">Number of full-time technical staff in the local office</div> <div style="text-align: right; margin-right: 100px;">Number of full-time support staff in the local office</div>			
Primary Strength(s)			
Licensed to do business in the State of Illinois?			
Is the firm certified as a MBE or WBE with the City of Chicago?			
Have you ever performed services for a government agency? If so, provide the name of the agency and dates of recently completed projects.			

## Respondent's Development and Other Methodologies

Please complete the following information that is common to all or several of the Scope Category documents. Attach a copy of any supporting documentation (softcopy as well as hardcopy, if available).

Describe your software development life cycle (SDLC). Is it proprietary or is a standard methodology used?	
Describe your project management methodology to plan to include budget, timeline, responsibilities and tasks to implement a project. Include normal status reporting methodology, including frequency of reports and items reported.	
Describe your risk management strategy.	
Describe your quality assurance strategy, including quality control on product as well as process and planning.	
Describe your approach to documentation for all phases of a development project, including requirements, design, testing, system, user, etc.	
Describe your testing methodology, including planning, use cases, unit, system, integration, parallel, etc. Include any tools used.	
Describe your approach to documentation for all phases of a system support/maintenance project.	
Describe your approach to system production implementation, including any checklists and other documentation.	
Describe your approach to application and database tuning, including performance metrics and tools used.	
Describe your approach to training and the types of training normally offered, including training planning, curriculum development, types of training that have been offered (train-the-trainer, classroom, web-based/online) and materials used.	
Describe your approach to a project closeout, including knowledge transfer, approvals, cost/benefit verification, etc. Indicate any third party involvement.	
For any project providing ongoing support and maintenance, describe how service level agreements have been developed, and performance tracked and reported.	
Do you have practical experience working with other vendor organizations in a collaborative team environment? Please provide some brief information regarding recent projects.	

## Subconsultant Profile

Please copy this page for as many subconsultants as you are identifying in your response. **NOTE:** *This does not obligate your firm to utilize these particular subconsultants at the time of a specific Request for Service; however, all MBE/WBE requirements must be met.*

If not using any subconsultant(s), indicate "none" in Scope Category.

Scope Category			
Firm name			
Headquarters location			
Web Site, if applicable			
Names of Principals			
Contact for this RFQ			
Contact telephone number, fax number, and email address			
Length of time in business			
Total number of full-time technical staff			
Total number of full-time technical staff		Total number of full-time technical staff that has been with the firm for over three years	
Turnover rate for full-time technical staff in the last year			
Total number of full-time support staff			
Is there an office in the greater Chicagoland area? If so, please complete the following:  <div style="text-align: right; margin-right: 100px;">Local office address</div> <div style="text-align: right; margin-right: 100px;">Number of full-time technical staff in the local office</div> <div style="text-align: right; margin-right: 100px;">Number of full-time support staff in the local office</div>			
Primary Strength(s)			
Licensed to do business in the State of Illinois?		Is the firm certified as a MBE or WBE with the City of Chicago?	
Have you ever performed services for a government agency? If so, provide the name of the agency and dates of recently completed projects.			



**EXHIBIT 12**  
**LIST OF GOVERNMENT PROJECTS**

## GOVERNMENT PROJECTS

List all completed and in-process projects handled for any government or other public sector entity in the last 3 years:

Project Title	Type of work performed	Tools/ Platforms used	Brief Description	Government Agency	If work performed as a sub, indicate primary consultant	Dollar Amount Received	Project start and end dates	Contact name and phone number

**EXHIBIT 13**  
**REFERENCES**

## REFERENCES

Scope Category*	Reference Number on Scope	Project Title and Brief Description	Reference Company Name and address	Industry of Reference – check one:				If work performed as a sub, indicate primary consultant	Dollar Amount Received	Project start and end dates	Contact Name, phone number and email address	If including additional info**, indicate here
				Govt/Public	Financial/Healthcare/Insurance	Manufacturing	Other					

**EXHIBIT 14**

**TARGET MARKET PROFESSIONAL SERVICES MASTER CONSULTING  
AGREEMENT SPECIAL CONDITIONS REGARDING  
MBE/WBE COMMITMENT AND SCHEDULES**



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284  
**Fax: 312-744-3281**

**SPECIAL CONDITIONS for Target Market Professional Services Master Consulting Agreements MBE/WBE**

**SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR Target Market Professional Services Master Consulting Agreements**

**I. POLICY AND TERMS**

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with section 2-92-420 et. seq. of the Municipal Code of Chicago (MCC) 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 agreement.

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 twenty-five percent (25%) of the annual dollar value of all non-construction contracts to certified MBEs and five percent (5%) of the annual dollar value of all non-construction contracts to certified WBEs.

- B. Pursuant to Section 2-92-460 of the Municipal Code of Chicago, the Chief Procurement Officer has implemented the Target Market Program that seeks to award competitively or on a negotiated bid process to certified **MBEs the established goal of 10% of the annual dollar value of all non-construction contracts and to certified WBEs 1% of the annual dollar value of all non-construction contracts.**

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both a MBE/WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Task Order goals.**

**II. DEFINITIONS**

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

within their Area of Specialty.

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

- b. "B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.
- c. "Bid" means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant in response to a bid solicitation, request for proposal, request for qualification or task order request (issued in accordance with the Master Consulting Agreement) that issued by the City.
- d. "Bidder" means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.
- e. "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.
- f. "Chief Procurement Officer" or "CPO" means the Chief Procurement Officer of the City of Chicago or his or her designee.
- g. "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the Task Order, 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 Task Order or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.
- h. "Contract Compliance Administrator" means the officer appointed pursuant to MCC Section 2-92-490.
- i. "Consultant" means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.
- j. "Direct Participation" the total value of payments made to MBE or WBE firms for work that is completed in their Area of Specialty directly related to the performance of the subject matter of the Task Order will count as Direct Participation toward the Task Order Specific Goals.
- k. "Directory" means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they

have been certified. Consultants are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

- l. "Good Faith Efforts" means actions undertaken by a bidder or consultant to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.
- m. "Indirect Participation" refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Consultant's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant.)
- n. "Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.
- o. "Municipal Code of Chicago" or "MCC" means the Municipal Code of the City of Chicago.
- p. "Proposal" means the detailed description of the Services to be provided by the consultant in response to a Task Order Request issued in accordance with the Master Consulting Agreement.
- q. "Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Task Order 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.
- r. "Task Order" means an approved Proposal, as modified by negotiation between the City and consultant, signed by the CPO and issued pursuant to the Task Order procedures set forth in the Master Consulting Agreement.
- s. "Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.
- t. "Target Market Joint Venture" means an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago or Cook County or whose recertification is pending, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and



knowledge.

### III. ELIGIBILITY

- A. Task Orders included in the Target Market Program can be either MBE Target Market Task Orders, WBE Target Market Task Orders or designated as open to all certified MBE and WBE firms. Only MBE and MBE Joint Ventures are eligible to bid on or participate in MBE Target Market Task Orders, while only WBE and WBE Joint Ventures are eligible to bid on or participate in WBE Target Market Task Orders. On solicitations open to both MBEs and WBEs joint ventures are allowed between both MBEs and WBEs.
- B. If the bidder is a joint venture, the bidder must provide a copy of the Joint Venture agreement and a Schedule B-2 with its proposal for the Master Consulting Agreement. In order to demonstrate each MBE/WBE partner's share in the ownership and control of the joint venture, the joint venture agreement must include specific details, related to: (1) contributions of capital and equipment; (2) work responsibilities or other activities 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).
- C. Task Orders included in the Target Market Program have been identified by the Chief Procurement Officer as having at least three MBEs or three WBEs, as the case may be, that indicated their interest in participating in in the Task Order's designated commodity area(s) by successfully being certified by the City's Contract Compliance Administrator. The Chief Procurement Officer shall select contracts for the Target Market Program which include a variety of goods and services which the City frequently contracts.
- D. The vendor may not subcontract more than fifty percent (50%) of the dollar value of the Task Order to subconsultants who are not MBEs or WBEs. The purchase of goods by a vendor from a manufacturer or supplier for sale to the City in a Task Order consisting solely of the sale of goods shall not be deemed subcontracting. However, in appropriate cases the Chief Procurement Officer may initiate discussions with a consultant subcontracting with non-certified firms in order to maximize the overall participation of MBEs and WBEs at all contracting levels.
- E. MBE or WBE firms will be allowed to participate in this Target Market Task Order only in their Areas of Specialty as certified, or if recertification was submitted prior to certification expiration has been applied for, and is pending on the date of bid opening. Certification must be substantiated by current certification letters of all MBE and WBE firms participating in the Task Order being a part of the bid/proposal response.
- F. The Chief Procurement Officer may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the MBE/WBE program. Where necessary or useful, the Chief Procurement Officer may require or encourage MBEs and WBEs to participate in training programs offered by the Department of Planning and Economic Development or other City departments or agencies as a condition of participation in the Target Market

Program.

- G. The Chief Procurement Officer shall be authorized to review whether any MBE or WBE actively involved in the Target Market Program should be precluded from participation in the Target Market Program in the following year to prevent the domination of the Target Market Program by a small number of MBEs or WBEs. The decision of the Chief Procurement Officer to exclude a vendor from the Target Market Program is final and non-appealable. The Chief Procurement Officer shall review the participation of any vendor in the Target Market Program which has been awarded as the prime vendor in a calendar year either; (i) five (5) or more Target Market Contracts; or (ii) Target Market Contracts with a total estimated value in excess of one million dollars (\$1,000,000); provided, however, that each contract used in the above computation has an estimated value in excess of ten thousand dollars (\$10,000). The factors which will be considered by the Chief Procurement Officer include:
- i. the total number and estimated value of both Target Market and other City contracts awarded to the consultant;
  - ii. the total number and estimated value of both Target Market and other City contracts awarded to the consultant in a specific specialty area;
  - iii. the percentage of the number of both Target Market and other City contracts awarded to the consultant in a specific commodity area;
  - iv. the percentage of the total estimated value of both Target Market and other City Contracts awarded to the consultant in a specific commodity area;
  - v. the extent to which the Vendor is dominating the Target Market Program to the undue detriment of other consultants or the City; and
  - vi. any other factors deemed relevant by the Chief Procurement Officer.

#### **IV. PROCEDURE TO DETERMINE TASK ORDER PROPOSAL COMPLIANCE**

The following documents constitute the bidder's MBE/WBE proposal, and must be submitted by the bidder in response to a Task Order proposal request issued pursuant to the Master Consulting Agreement in accordance with the guidelines stated:

A. Schedule C-3

The bidder must submit the appropriate Schedule C-3 with its proposal in response to a request for Task Order proposals for each MBE and WBE subconsultant included on the Schedule D-3. The City encourages subconsultants to utilize the electronic fillable format Schedule C-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-3 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE subconsultant and the agreed upon rates/prices. Each Schedule C-3 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-3 has been submitted with the bid, an executed original Schedule C-3 must be submitted by the bidder for each MBE and WBE included on the Schedule D-3 within five (5) business days after the date of the bid opening.

In the event the Vendor fails to submit any Schedule C-3s with its bid/proposal, the City will presume that no subconsultants are performing services related to the Task Order absent evidence to the contrary.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the 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-3, must conform to their stated Area of Specialty.

C. Schedule D-3

- B. Bidders must submit, together with the its proposal in response to a request for a Task Order proposal, a completed Schedule D-3 committing them to the utilization of each listed firm. The City encourages bidders to utilize the electronic fillable format Schedule D-3, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. All commitments made by the bidder's Schedule D-3 must conform to those presented in the submitted Schedule C-3(s).

V. **REPORTING REQUIREMENTS DURING THE TERM OF THE TASK ORDER**

- A. The Consultant will, not later than thirty (30) calendar days from the award of a Task Order by the City, execute formal contracts or purchase orders with the MBE and WBE subconsultants listed on its Schedule D-3 form. These written agreements will be made available to the Chief Procurement Officer upon request.
- B. The consultant will be responsible for reporting payments to all subconsultants on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the consultant 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 consultant with instructions to report payments that have been made in the prior month to each subconsultant. The reporting of payments to all subconsultants 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 consultant has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Consultant and subconsultant 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 consultant 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 consultant's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the consultant's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the Task Order. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the consultant's records by any officer or official of the City for any purpose.
- F. The consultant shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

## **VI. ADVANCES AND EXPEDITED PAYMENTS**

A. A vendor bidding on a Target Market Task Order may request in its bid/proposal that it receive a portion of the estimated contract value at the time of award as an advance to cover start-up and mobilization costs, which the Chief Procurement Officer may deny, or grant in whole or in part. The Chief Procurement Officer will not accept requests made after bid/proposal opening. The Chief Procurement Officer may grant advances not exceeding the lesser of: (i) ten percent (10%) of the estimated contract value; or (ii) two hundred thousand dollars (\$200,000).

B. Advances will be liquidated, and hence the City will receive a credit for these advances against payments due under the Task Order, commencing at the time of the first payment to the Consultant after the payment of the advance. The City shall be entitled to be repaid in full no later than such time as the City pays fifty percent (50%) or more of the estimated Task Order value to the Consultant, or at the midpoint of the initial Task Order term.

C. In the event a vendor does not perform as required by the Task Order and thus is not entitled to all, or part of, any Task Order advances or expedited payments it has received, the City shall be entitled to take appropriate actions to recover these excessive payments, including, but not limited to, liquidation against vouchers for commodities/services rendered for other awarded contracts or future bid deposits, restitution sought from the performance bond, a determination that the consultant is non-responsive, or decertification. These remedies are in addition to all remedies otherwise available to the City pursuant to the Task Order, at law, or at equity.

D. Due to the nature of term agreements (annual contracts with depends upon requirements contract values), there is no guarantee of the contract against which the advance can be measured or liquidated. Therefore, advances will be granted for term agreements based upon reasonable estimates at the discretion of the Chief Procurement Officer.

## **VII. COMPLIANCE**

A. The Contract Compliance Administrator shall be entitled to examine on five business days notice, the Consultant's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the Consultant is in compliance with the requirements of the Target Market Program and the status of any MBE or WBE performing any portion of the Task Order. Such rights are in addition to any other audit inspection rights contained in the Task Order.

B. It is a material breach of the Task Order if the vendor, a joint venturer, or subconsultant is disqualified as a MBE or WBE, such status was a factor in Task Order award, and the status was misrepresented by the consultant or any joint venturer. Such a breach shall entitle the City to declare a default, terminate the Task Order and exercise those remedies provided for in the Task Order, at law, or in equity.

C. In the event that the vendor is determined not to have been involved in any misrepresentation of the status of an MBE or WBE, the Consultant shall discharge the disqualified MBE or WBE and, if possible, identify and engage a qualified MBE or WBE as its replacement. Continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due under the Task Order may be withheld until corrective action is taken.

#### **VIII. ARBITRATION**

A. In the event a consultant has not complied with the contractual MBE/WBE percentages in its Schedule D-3, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the consultant 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 consultant 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 consultant and a MBE/WBE.

B. An MBE/WBE desiring to arbitrate shall contact the consultant in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the consultant receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.

C. All arbitration fees are to be paid *pro rata* by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.

D. The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

**IX. EQUAL EMPLOYMENT OPPORTUNITY**

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

**X. RESOURCE AGENCIES**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration Program  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
Attn: General Services  
(312)353-4528

S.B.A. - Bond Guarantee Program  
Surety Bond  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

S.B.A. - Procurement Assistance  
500 West Madison Street, Suite 1250  
Chicago, Illinois 60601  
Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE Program information:

Office of Compliance  
Attn: Supplier Diversity Program  
333 S. State Street Suite 540  
Chicago, Illinois 60604  
Telephone: (312) 747-7778  
Email: integrity@cityofchicago.org

City of Chicago  
Department of Procurement Services  
Contract Administration Division  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Buyer Name  
Buyer Phone#

Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available in the Bid and Bond Room, Department of Procurement Services, City Hall, Room 301, Chicago, Illinois 60602, Monday through Friday between the hours of 8:40 am to 10:45 am and 12:00 pm to 3:30 pm.

**CITY OF CHICAGO Department of Procurement Services**  
**ATTACHMENT A: Assist Agencies (January 2012)**



**CITY OF CHICAGO**  
**ASSIST AGENCY LIST**

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.

<p><b>51<sup>st</sup> Street Business Association</b> 220 E. 51<sup>st</sup> Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: alexisbivens@yahoo.com 51stStreetWeekly.com</p> <p><b>Asian American Business Expo</b> 207 E. Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: Janny@AsianAmericanBusinessExpo.org</p> <p><b>Asian American Institute</b> 4753 N. Broadway St. Suite 502 Chicago, IL 60640 Phone: 773-271-0899 Fax: 773-271-1982 Email: kfemicola@aaichicago.org Web: <a href="http://www.aaichicago.org">www.aaichicago.org</a></p> <p><b>Association of Asian Construction Enterprises</b> 333 N. Ogden Avenue Chicago, IL 60607 Phone: 847-525-9693 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></p> <p><b>Black Contractors United</b> 11906 S. Michigan Chicago, IL 60628 Phone: 773-483-4000 Fax: 773-483-4150 Email: bcunewera@att.net Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></p> <p><b>Chatham Business Association Small Business Development, Inc.</b> 800 E. 78<sup>th</sup> Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-994-9871 Email: melindakelly@cbaworks.org Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a></p>	<p><b>Chicago Area Gay &amp; Lesbian Chamber of Commerce</b> 3179 N. Clark St. Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: <a href="mailto:info@glchamber.org">info@glchamber.org</a> Web: <a href="http://www.glchamber.org">www.glchamber.org</a></p> <p><b>Chicago Minority Supplier Development Council, Inc.</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-8880 Fax: 312-755-8890 Email: <a href="mailto:pbarreda@chicagomsgdc.org">pbarreda@chicagomsgdc.org</a> Web: <a href="http://www.chicagomsgdc.org">www.chicagomsgdc.org</a></p> <p><b>Chicago Urban League</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-285-5800 Fax: 773-285-7772 Email: <a href="mailto:president@thechicagourbanleague.org">president@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a></p> <p><b>Chicago Women in Trades (CWIT)</b> 2444 W. 16<sup>th</sup> Street Chicago, IL 60608 Phone: 773-942-1444 Fax: 312-942-1599 Email: <a href="mailto:cwitinfo@cwit2.org">cwitinfo@cwit2.org</a> Web: <a href="http://www.chicagowomenintrades.org">www.chicagowomenintrades.org</a></p> <p><b>Coalition for United Community Labor Force</b> 1253 W. 63<sup>rd</sup> Street Chicago, IL 60636 Phone: 312-243-5149 Email: <a href="mailto:johnrev.hatchett@comcast.net">johnrev.hatchett@comcast.net</a></p> <p><b>Cosmopolitan Chamber of Commerce</b> 30 E. Adams Suite 1050 Chicago, IL 60603 Phone: 312-499-0611 Fax: 312-701-0095 Email: <a href="mailto:ccarey@cosmococ.org">ccarey@cosmococ.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a></p>
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<p><b>Developing Communities Project, Inc.</b> 212 East 95<sup>th</sup> Street Chicago, Illinois 60619 Phone: 773-928-2500 Fax: 773-928-2513 Email: <a href="mailto:thightower@dcpchicago.org">thightower@dcpchicago.org</a> Web: <a href="http://www.dcpchicago.org">www.dcpchicago.org</a></p> <p><b>Eighteenth Street Development Corporation</b> 1843 S. Carpenter Chicago, IL 60608 Phone: 312-733-2287 Fax: 773-353-1683 <a href="mailto:asoto@eighteenthstreet.org">asoto@eighteenthstreet.org</a> <a href="http://www.eighteenthstreet.org">www.eighteenthstreet.org</a></p> <p><b>Federation of Women Contractors</b> 5650 S. Archer Avenue Chicago, IL 60638 Phone: 312-360-1122 Fax: 312-360-0239 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b> 650 W. Lake St. Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a> Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b> 855 W. Adams, Suite 100 Chicago, IL 60607 Phone: 312-425-9500 Fax: 312-425-9510 Email: <a href="mailto:oduque@ihccbbusiness.net">oduque@ihccbbusiness.net</a> Web: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b> 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a> Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Association of Women Business Owners</b> 3332 W. Foster #121 Chicago, IL 60625 Phone: 312-224-2605 Fax: 847-679-6291 Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a> Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>National Organization of Minority Engineers</b> 33 W. Monroe Suite 1505 Chicago, IL 60603 Phone: 312-425-9560 Fax: 312-425-9564 Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a> Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>Rainbow/PUSH Coalition</b> International Trade Bureau 930 E. 50<sup>th</sup> Street Chicago, IL 60615 Phone: 773-373-3366 Fax: 773-373-3571 Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a> Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b> Black United Funds Bldg. 1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Email: <a href="mailto:sshorechamber@sbcglobal.net">sshorechamber@sbcglobal.net</a> Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b> 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-852-5010 Fax: 847-382-1787 Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a> Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Fax: 708-366-5418 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b> 8 S. Michigan Ave., Suite 400 Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**ATTACHMENT B**  
**(On Bidder/proposer's Letterhead)**

**RETURN RECEIPT REQUESTED**

(Date)

Re: Specification \_\_\_\_\_  
Description: \_\_\_\_\_

(Assist Agency Name and Address)

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 subconsultants 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 subconsultant 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

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative  
Address/phone

within (10) ten working 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 fifteen (15) 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,

\_\_\_\_\_

**1. SCHEDULE B-2:**

**AFFIDAVIT OF MBE/WBE TARGET MARKET JOINT VENTURE**

This form may only be submitted by a Target Market Joint Venture, which is an association of two or more MBEs, WBEs, or both MBEs and WBEs all certified by the City of Chicago, to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. The bidder must provide a copy of its Joint Venture agreement along with this Schedule B-2. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

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

I. Name of joint venture: \_\_\_\_\_

Address of joint venture: \_\_\_\_\_

Phone number of joint venture: \_\_\_\_\_

II. Identify each MBE/WBE venturer(s): \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

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

Contact person for matters concerning MBE/WBE joint venture: \_\_\_\_\_

III. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IV. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturers share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBEs own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

V. 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 percentages(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: \_\_\_\_\_
    - b. Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
- C. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Provide copies of all written agreements between venturers concerning this project.
- F. Identify each current City of Chicago contract awarded to a joint venture of two or more firms participating in this joint venture (also include contracts completed during the past two (2) years):

VI. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:

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

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

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

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

VII. Financial Controls of joint venture:

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

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

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

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

Trade (Number)	MBE/WBE (Number)	Joint Venture
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Will any personnel proposed for this project be employees of the joint venture?:

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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Employed by MBE/WBE

---

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

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

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

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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-2 and before the completion on the joint ventures work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime consultant if the joint venture is a Subconsultant.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, the above-signed officers

Names of affiants \_\_\_\_\_,

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

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

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

(Seal)

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

# SCHEDULE C-3

## MBE/WBE Letter of Intent to Perform as a Subconsultant, Supplier, or Consultant

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

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

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

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter, effective \_\_\_\_\_ to \_\_\_\_\_  
(Date) (Date)

The undersigned is prepared to perform the following services in connection with the above named Task Order. If more space is required to fully describe the MBE or WBE proposed scope of services 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 services listed or attached to this schedule.

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

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

**NOTICE: If any of the MBE or WBE scope of services will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the services that will be subcontracted.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Consultant, conditioned upon your receipt of an approved Task Order from the City of Chicago, within three (3) business days of your receipt an approved Task Order from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subconsultant/protégé with you as a Prime Consultant/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-3**  
Affidavit of Prime Consultant  
Task Order Services Contracts  
MBE/WBE Compliance Plan

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-3  
 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Contract PO No.: \_\_\_\_\_

Task Order Project Description: \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ and  
 a duly authorized representative of \_\_\_\_\_ (Title of Affiant)

\_\_\_\_\_  
 (Name of Prime Consultant/Consultant)

And that I have personally reviewed the material and facts submitted with the Schedule C-3s regarding Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) to perform as a subconsultant/sub-consultant/ or supplier. All MBE/WBE firms included in this plan have been certified as such by the City of Chicago or Cook County (current letter of certification attached).

**II.**

**Complete this section for each MBE/WBE participating on this Task Order:**

7. Name of MBE/WBE Firm: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_

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

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

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

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>2</sup> \_\_\_\_\_%

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

<sup>2</sup> The Prime Consultant 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.

8. Name of MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Contact Person/Title: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
  
Dollar Value of Participation: \$ \_\_\_\_\_  
  
Percentage of Participation: % \_\_\_\_\_

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

9. Name of MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Contact Person/Title: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_  
  
Dollar Value of Participation: \$ \_\_\_\_\_  
  
Percentage of Participation: % \_\_\_\_\_

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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

10. Name of MBE/WBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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11. Name of MBE/WBE Firm: \_\_\_\_\_

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

Contact Person/Title: \_\_\_\_\_

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

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

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

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

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

If indirect participation is being used, describe in detail the services that will be performed and provide detailed project information (ie., project name, description, location, type of service and/or supplies that are being purchased. Copies of invoices, bill of sale, and cancelled checks must be submitted to the Department of Procurement Services upon project completion.

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12. Attach Additional Sheets as Needed

**IV. Summary of Direct MBE/WBE Proposal**

3. MBE Direct Participation

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

4. WBE Direct Participation

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

**V. Summary of Indirect MBE/WBE Proposal**

3. MBE Indirect Participation

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

4. WBE Indirect Participation

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

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

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(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 CONSULTANT TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Consultant – 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 15**

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

**AND**

**ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

## EXHIBIT 15

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

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR QUALIFICATIONS (RFQ), FOR INFORMATION TECHNOLOGY AND RELATED SERVICES FOR VARIOUS SCOPE CATEGORIES, SPECIFICATION NO. 121573, THE RESPONDENT(S) 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 6.2.8, Required Contents of Proposal in the RFQ. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

**1.5. PREPARATION CHECKLIST FOR REGISTRATION**

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

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

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

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

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

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:

- \_\_\_\_\_ a. % of ownership
- \_\_\_\_\_ b. Legal Name
- \_\_\_\_\_ c. FEIN/SSN
- \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
- \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of Commissioners, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
- \_\_\_\_\_ a. List of controlling parties (if applicable).

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

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

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

### **Q: Where do I file?**

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

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

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

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

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

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

**Q: Who is the Applicant?**

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

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

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

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

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

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

A: “Person” means a human being.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A: Yes. When making your internet connection to our Web Server, you will connect

through a Secure Socket Layer (SSL for short) to the “Online EDS” login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

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

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

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

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

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

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

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

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

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

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

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

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

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.

- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

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

**ATTACHMENT A**

**ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 121573 containing a full set of RFQ 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 RFQ 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 16**

**CONTRACT INSURANCE REQUIREMENTS AND INSURANCE CERTIFICATE**

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**  
**Department of Innovation and Technology**  
**Various Scope Categories 1-8**

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

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

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

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subconsultants performing work or services for the Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any consultants including auditors, accountants, actuaries, tax professionals and any other professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

5) Valuable Papers

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

6) Property

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

**B. ADDITIONAL REQUIREMENTS**

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City

retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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

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

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

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

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

## INSURANCE CERTIFICATE OF COVERAGE

Name Insured:		Specification #:	121573
Address (Street):		RFQ:	
(City/State/Zip)		Project #:	
		Contract #:	
Description of Operation/Location:			

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
<b>General Liability</b>				
Claims made [ ] Occurrence				
Premise-Operations				
Explosion/Collapse Underground				CSL Per Occurrence \$
Products/Completed-Operations				
Blanket Contractual				
Broad Form Property Damage				General Aggregate \$
Independent Consultants				
Personal Injury				
Pollution				Products/Completed Operations Aggregate \$
<b>Automobile Liability</b>				CSL Per Occurrence \$
Excess Liability				Each Occurrence \$
Umbrella Liability				\$
<b>Worker's Compensation and Employer's Liability</b>				Statutory/Illinois Employers Liability \$
<b>Builders Risk/Course of Construction</b>				Amount of Contract
Professional Liability				\$
Owner Consultants Protective				\$
Other				\$

- |    |                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago." |
| b. | The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.                                                                                                                                                       |
| c. | Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.                                                                                                                                                                                                                       |
| d. | The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.                                                           |

<b>Name and Address of Certificate Holder and Recipient of Notice</b>	
Certificate Holder/Additional Insured	Signature of Authorized Rep _____
City of Chicago	Agency/Company: _____
Procurement Department	Address _____
121 N. LaSalle St., #806	Telephone _____
Chicago, IL 60602	

**For City use only**

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

**EXHIBIT 17**

**CONTRACTUAL REQUIREMENTS RELATED TO HIPAA**

## EXHIBIT 17

### 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. Consultant 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. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Agreement.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Agreement.
4. Consultant must report any use or disclosure of the PHI not provided for by this Agreement to the City.
5. Consultant must ensure that any agent, including a subconsultant, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Agreement to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant 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 Consultant has PHI in a Designated Record Set then Consultant 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. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant 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. Consultant 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. Consultant 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. Consultant must either return all PHI to the City or destroy it, at the City’s option, upon termination or expiration of this Agreement.
12. Consultant 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. Consultant must ensure that any agent, including a subconsultant, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

**EXHIBIT 18**

**SAMPLE MCA TEMPLATE**



**EXAMPLE**

P.O. No.: \_\_\_\_\_  
Vendor No.: \_\_\_\_\_  
*City-Funded*

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO**  
**DEPARTMENT OF \_\_\_\_\_**

**AND**

---



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**RAHM EMANUEL**  
**MAYOR**

**Jamie L. Rhee**  
**Chief Procurement Officer**

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**ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("Consultant"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of \_\_\_\_\_ ("City"), at Chicago, Illinois.

**BACKGROUND INFORMATION**

The City requires technology consulting services in the area of: Application Development, Support and Ongoing Maintenance; GIS Application Development, Support and Ongoing Maintenance; Database Support and Ongoing Maintenance; Data Warehouse and Business Intelligence Development Support; Advanced Analytics and Analytic Computation; IT Infrastructure Design and Development; IT Management Consulting; and Information Security. The City advertised and issued a Request for Qualifications ("RFQ") from consultants qualified to perform the Services.

The City evaluated the Consultant's response to the RFQ and found the Consultant to be capable of performing the Services in the area(s) specified on the cover page of this Agreement. The Consultant represents and warrants that it is qualified and competent to perform the Services and has the necessary expertise and knowledge to complete any Services assigned to it in accordance with this Agreement.

The City may, but is not obligated to, issue Task Order Requests within the scope of this Agreement. If the City does so, and the Consultant submits a Proposal that is accepted by the City, the rendering of Services will be in accordance with this Agreement and the Task Order issued pursuant to the Task Order Request and Proposal. The City is not obligated to issue any Task Order Requests nor to issue any Task Orders under this Agreement.

The Consultant warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Consultant Agree as Follows:

**ARTICLE 2. INCORPORATION OF EXHIBITS:**

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Time Limits for Performance
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Contractual Requirements Related to HIPAA
- Exhibit 5: City Data Policy
- Exhibit 6: City of Chicago Confidentiality and Acceptable Use Policy
- Exhibit 7: Economic Disclosure Statement and Affidavit (EDS) form(s)

### **ARTICLE 3. STANDARD TERMS AND CONDITIONS**

#### **3.1. General Provisions**

##### **3.1.1. Definitions**

**"Addendum"** is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

**"Airports"** means Chicago O'Hare International Airport and Chicago Midway International Airport.

**"Airside"** means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

**"Attachments"** are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

**"Bid"** refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

**"Bidder"** is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Consultant shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Consultant.

**"Bid Opening Date"** is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**"Bid Documents"** means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

**"Business Day"** means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

**"Calendar Day"** means all calendar days in accordance with the world-wide accepted calendar.

**"Commissioner"** means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

**"Chief Information Officer"** abbreviated as "CIO" means the chief executive of the City's Department of Innovation and Technology, and any City department that participates in this Contract, and any representative duly authorized in writing to act on the Chief Information Officer's behalf with respect to this Contract.

**"Chief Procurement Officer"** abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

**"City"** means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.



**"Contact Person"** means the Consultant's management level personnel who will work as liaison between the City and the Consultant and be available to respond to any problems that may arise in connection with Consultant's performance under the Contract.

**"Contract"** means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**"Consultant"** means the Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Proposer in the Contract Documents is understood to apply to the Consultant.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Force Majeure Event"** means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Consultant.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Consultant and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

**"Services"** refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Consultant provides in performance of its obligations under this Contract.

**"Specification"** means the Bid Documents, including but not limited to the Detailed Specifications.

**"Subconsultant"** means any person or entity with whom the Consultant contracts to provide any part of the goods, services or work to be provided by Consultant under the Contract, including subconsultants of any tier, suppliers and material men, whether or not in privity with the Consultant.

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

The order of precedence of the component contract parts will be as follows:

- Addenda, if any
- Detailed Specifications / Scope
- Plans or drawings, if any
- Special Conditions
- Supplemental Special Conditions, if any
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Standard Terms and Conditions
- Invitation to bid and proposal (bid) pages, if applicable

### **3.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the CIO or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Consultant unless the provision expressly states that the City will be responsible for the action.

### **3.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

### **3.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

## **3.1.3. Subcontracting and Assignment**

### **3.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Consultant may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Consultant from its obligations, or change the terms of the Contract. The Consultant must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

### **3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Consultant from its obligations, or change the terms of the Contract. The Consultant must notify the CPO of the names of all Subconsultants to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subconsultant, the Consultant must verify that neither the Subconsultant nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:  
[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Consultant will not make any substitution of a previously approved Subconsultant without the prior written consent of the CPO; any substitution of a Subconsultant without the prior written consent of the CPO is null and void.

The Consultant will only subcontract with competent and responsible Subconsultants. If, in the judgment of the Commissioner or the CPO, any Subconsultant is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Consultant will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subconsultant and propose an acceptable substitute for CPO approval.

### **3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Consultant may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

**3.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Consultant.

**3.1.3.5. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

**3.1.4. Contract Governance**

**3.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Consultant hereby irrevocably submits, and will cause its Subconsultants to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Consultant irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

**3.1.4.2. Consent to Service of Process**

The Consultant agrees that service of process on the Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant. The Consultant designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Consultant to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Consultant in the courts of any other jurisdiction.

**3.1.4.3. Cooperation by Parties and between Consultants**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Consultant further agrees to implement such measures as may be necessary to ensure that its staff and its Subconsultants will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Consultant must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other consultants.

Each Consultant involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Consultant because of the

presence and operations of other consultants working within the limits of its work or Services. Each Consultant shall assume all responsibility for all work not completed or accepted because of the presence and operations of other consultants.

The Consultant must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other consultants within or adjacent to the limits of the project site.

**3.1.4.4. No Third Party Beneficiaries**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subconsultants or other third parties.

**3.1.4.5. Independent Consultant**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the parties are only those set forth in this Contract. Consultant must perform under this Contract as an independent consultant and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent consultant and, if Consultant is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Consultant performing the Services required under this Contract.

Consultant is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

**3.1.4.6. Authority**

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Consultant must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

**3.1.4.7. Joint and Several Liability**

In the event that Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

**3.1.4.8. Notices**

All communications and notices to the City from the Consultant must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Consultant, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Consultant care of the name and to the address listed on the Bid Documents' proposal page.

**3.1.4.9. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Consultant, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

**3.1.4.10. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Consultant's performance in any respect or waives a requirement or condition to either the City's or the Consultant's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

**3.1.4.11. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Consultant of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Consultant under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**3.1.4.12. Participation By Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Consultant to the City's Departments.

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

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

### **3.1.5. Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subconsultants are bound by the confidentiality provisions contained in this Contract.

Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Contract, Consultant must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

### **3.1.6. Indemnity**

Consultant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Consultants covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subconsultant; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Consultant or any subconsultant under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Consultant, its employees, agents and subconsultants.

At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Consultant's liability with respect to a claim by any employee of Consultant arising under the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Consultant's performance of work or services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Consultant's duties under this Contract, including the insurance requirements set forth in the Contract.

#### **3.1.7. Non-Liability of Public Officials**

Consultant and any assignee or Subconsultant of Consultant must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

#### **3.1.8. Contract Extension Option**

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Consultant and contingent upon the appropriation of sufficient funds. The CPO will give the Consultant notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### **3.2. Compensation Provisions**

#### **3.2.1. Ordering, Invoices, and Payment**

##### **3.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Consultant to be applied against the Contract. The Contactor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Consultant without a Purchase Order is made at the Consultant's risk. Consequently, in the event such Purchase Order is not provided by the City, the Consultant releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

##### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Consultant to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Consultant has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the Proposal Pages of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

##### **3.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Consultant may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Consultant, and Consultant agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form,

available for download from the City's website at:

[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Consultant.

#### **3.2.1.4. Electronic Ordering and Invoices**

The Consultant will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Consultant in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Consultant, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **3.2.1.5. City Right to Offset**

The City may offset against any invoice from Consultant any costs incurred by the City as a result of event of default by Consultant under this Contract or otherwise resulting from Consultant's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Consultant or overpayments made by the City. If the amount offset is insufficient to cover those costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

#### **3.2.1.6. Records**

"(i) Consultant must deliver or cause to be delivered to the City all documents, including all deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Consultant fails to make such delivery upon demand, then Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including deliverables not delivered to the City or demanded by the City for a period that is the longer of (A) 5 years after the final payment made in connection with this Agreement (or, 6 years after the final payment made in connection with this Agreement, with respect to any records that are required to be maintained pursuant to the Consultant's obligations under this Agreement and the regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), which was part of the American Recovery and Reinvestment Act of 2009, specifically 45 C.F.R. § 164.530(j)), or (B) as directed by the Local Records Act (50 ILCS 205) and relevant records retention schedule. Consultant must not dispose of such records following the expiration of the relevant period without notification of and written approval from the City in accordance with this Agreement.

In addition to the records to be stored by Consultant, all records that are possessed by Consultant in its service to the City to perform a governmental function are public records of the City 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 Consultant receives a request from the City to produce records, the Consultant shall do so within 72 hours of the notice.”

### **3.2.1.7. Audits**

#### **3.2.1.7.1. City's Right to Conduct Audits**

The City may, in its sole discretion, audit the records of Consultant or its Subconsultants, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

#### **3.2.1.7.2. Recovery for Over-Billing**

If, as a result of such an audit, it is determined that Consultant or any of its Subconsultants has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any amounts the City has paid Consultant due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.2.2. Subconsultant Payment Reports**

The Consultant must report payments to Subconsultants on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Consultant for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Consultant with instructions to report payments to Subconsultants that have been made in the prior month. This information 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.

Once the Consultant has reported payments made to each Subconsultant, including zero dollar amount payments, the Subconsultant will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Consultant and Subconsultant reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Consultant and its Subconsultants must contain language requiring the Subconsultants to respond to email and/or fax notifications from the City requiring them to report payments received from the Consultant.

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

(Note: This site works for reporting all Subconsultant payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subconsultant has satisfactorily performed in accordance with the requirements of the Contract, Consultant must pay Subconsultant for such work, services, or materials within fourteen (14) calendar

days of Consultant receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subconsultants**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Consultant must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Consultant fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Consultant and the Subconsultants have a continuing obligation to make prompt payment to their respective Subconsultants. Compliance with this obligation is a condition of Consultant's participation and that of its Subconsultants on this Contract.

#### **3.2.3.2. Payment to Subconsultants Within Fourteen Days**

The Consultant must make payment to its Subconsultants within 14 days of receipt of payment from the City for each invoice, but only if the Subconsultant has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment for a to a Subconsultant when the Subconsultant's work or materials do not comply with the requirements of the Contract Documents, the Consultant is acting in good faith, and not in retaliation for a Subconsultant exercising legal or contractual rights.

##### **3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime consultants on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Consultant, without reasonable cause, fails to make any payment to its Subconsultants and material suppliers within 14 days after receipt of payment under a City contract, the Consultant shall pay to its Subconsultants and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Consultant fails to make payment to a Subconsultant within the 14-day period required above, the Subconsultant may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure\\_to\\_Promptly\\_Pay\\_Fillable\\_Form\\_3\\_2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf)

The report will require the Subconsultant to affirm that (a) its invoice to the Consultant was included in the payment request submitted by the consultant to the City and (b) Subconsultant has not, at the time of the report, received payment from the consultant for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the consultant.

Subconsultants are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

##### **3.2.3.2.2. Whistleblower Protection**

Consultant shall not take any retaliatory action against any Subconsultant for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a consultant may result in a consultant being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement

Officer may initiate debarment proceedings against the consultant. Any such debarment shall be for a period of not less than one year.

**3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City’s economic vitality derives from the success of its small businesses. The failure by consultants to pay their subconsultants in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Consultant and City agree that the Chief Procurement Officer may assess liquidated damages against consultants who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Consultant to promptly pay its subconsultants, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City’s Small Business Program.

**3.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the consultant, and provide the consultant with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a consultant is reasonable. In the event that the consultant fails to demonstrate reasonable cause for failure to make payment, the City shall notify the consultant that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

**3.2.3.5. Direct Payment to Subconsultants By City**

The CPO may notify the Consultant that payments to the Consultant will be suspended if the CPO has determined that the Consultant has failed to pay any Subconsultant, employee, or workman, for work performed. If Consultant has not cured a failure to pay a Subconsultant, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Consultant under the Contract to the payment of such Subconsultants, workmen, and employees and the effect will be the same, for purposes of payment to Consultant of the Contract Price, as if the City had paid Consultant directly.

Further, if such action is otherwise in the City’s best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subconsultants for monies earned on contracts and the effect will be the same, for purposes of payment to Consultant of the Contract Price, as if the City had paid Consultant directly. The City’s election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Consultant or its sureties to the City or to any such Subconsultant, workman, or employee upon any bond given in connection with such Contract.

**3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Consultant makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Consultant’s customers generally, or (2) in the Consultant’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding

on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Consultant must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Consultant, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

### **3.3. Compliance With All Laws**

#### **3.3.1. General**

Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Consultant must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Consultant must require all Subconsultants to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

#### **3.3.2. Non-Discrimination**

##### **3.3.2.1. Federal Affirmative Action**

It is an unlawful employment practice for the Consultant (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Consultant must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

##### **3.3.2.2. Illinois Human Rights Act**

Consultant must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

##### **3.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160**

Consultant must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Consultant must furnish or shall cause each of its Subconsultants to furnish such reports and information as requested by the Chicago Commission on Human Relations.

**3.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)**

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Consultant shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

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

**"Business Enterprises owned by People with Disabilities" or "BEPD"** has the same meaning ascribed to it in MCC Sect. 2-92-586.

**"Bid incentive"** means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

**"Construction project"** has the same meaning ascribed to it in MCC Sect. 2-92-335.

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

**"Contract base bid"** means the total dollar amount a consultant bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**"Earned credit"** means the amount of the bid incentive allocated to a consultant upon completion of a contract in which the consultant met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

**"Earned credit certificate"** means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a consultant has been awarded.

The CPO shall award a bid incentive to Consultant for utilization of a BEPD as a prime consultant or subconsultant in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime consultant or subconsultant in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Consultant has successfully met his or her BEPD utilization goals either as a prime consultant or with subconsultants, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Consultant. The Consultant may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Consultant may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Consultant applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Consultant shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Consultant's and Subconsultant's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Consultant and Subconsultants shall maintain all relevant records for a period of at least three years after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

### **3.3.3. Living Wage Ordinance**

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Consultant has 25 or more full-time employees, and if at any time during the performance of the contract the Consultant and/or any subconsultant or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2013 the Base Wage is \$11.78. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Consultant must pay the prevailing wage rates.

The Consultant must include provisions in all subcontracts requiring its Subconsultants to pay the Base Wage to Covered Employees. The Consultant agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Consultant or by a

subconsultant, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Consultant and/or subconsultants to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Consultant is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

### **3.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")**

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Consultants must complete an online EDS prior to the Bid Opening Date. Consultants are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Consultant in default, terminating the Contract for default, and declaring the Consultant ineligible for future contracts.

Consultant makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

#### **3.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

#### **3.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

The Consultant or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Consultant or each joint venture partner, its agents, employees, officers and any subconsultants (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Consultant, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

#### **3.3.4.3. Federal Terrorist (No-Business) List**

Consultant warrants and represents that neither Consultant nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### **3.3.4.4. Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Consultant, all Subconsultants, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subconsultant or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Consultant understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subconsultants of this provision and require understanding and compliance with them.

#### **3.3.4.5. Governmental Ethics Ordinance 2-156**

Consultant must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subconsultant to the prime Consultant or higher tier subconsultant or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.



### **3.3.5. Restrictions on Business Dealings**

#### **3.3.5.1. Conflicts of Interest**

The Consultant covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Consultant further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Consultant does have such a conflict of interest, the City will notify the Consultant in writing, stating the basis for its determination. The Consultant will thereafter have 30 days in which to respond with reasons why the Consultant believes a conflict of interest does not exist. If the Consultant does not respond or if the City still reasonably determines a conflict of interest to exist, the Consultant must terminate its interest in the other enterprise.

#### **3.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

No Consultant or any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Consultant's Subconsultants, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subconsultant of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant 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 Consultant, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Consultant 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 Consultant or the date the Consultant 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.

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

For purposes of this provision:

**"Other Contract"** means any agreement entered into between the Consultant 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.

### **3.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Consultant is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **3.3.7. Other City Ordinances and Policies**

#### **3.3.7.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Consultant, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Consultant pursuant to MCC Sect. 1-21-010.

#### **3.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Consultant conducts any business operations in Northern Ireland, it is hereby required that the Consultant will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the

purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the DOT.

### **3.3.7.3. Shakman Accord**

- A. The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Consultant is aware that City policy prohibits City employees from directing any individual to apply for a position with Consultant, either as an employee or as a subconsultant, and from directing Consultant to hire an individual as an employee or as a Subconsultant. Accordingly, Consultant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Consultant under this Contract are employees or Subconsultants of Consultant, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Consultant.
- C. Consultant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Consultant by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Consultant will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Consultant will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the Contract.

### **3.3.7.4. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Consultant to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of

default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

#### **3.3.7.5. Equal Pay**

The Consultant will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

### **3.3.8. Compliance with Environmental Laws and Related Matters**

#### **3.3.8.1. Definitions**

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

**Environmental Agency:** An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

**Environmental Claim:** An Environmental Claim is any type of assertion that Consultant or any Subconsultant is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Consultant or any Subconsultant has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

**Environmental Law:** An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Health and Safety Act, 820 ILCS 225/.01, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

**Law(s):** The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

**Routine:** As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

#### **3.3.8.2. Joint Ventures**

If Consultant or any Subconsultant is a joint venture, then every party to every such joint venture is deemed a Subconsultant for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

#### **3.3.8.3. Compliance With Environmental Laws**

Any noncompliance, by Consultant or any Subconsultant, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Consultant or any Subconsultant to keep current, throughout the term of this Contract, all insurance

certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.8.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Consultant or any Subconsultant, with any Environmental Law, will be borne by the Consultant and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.8.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Consultant or any Subconsultant, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Consultant or any Subconsultant, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Consultant an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subconsultant.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Consultant's and/or Subconsultant's history of compliance or noncompliance with the same or other Laws, Consultant's and/or Subconsultant's actions or inaction towards mitigating the noncompliance and its effects, and Consultant's or Subconsultant's actions or inaction towards preventing future noncompliance.

**3.3.8.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Consultant or any Subconsultant to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Consultant must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.8.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Consultant must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**3.3.8.8. Environmental Claims and Related Matters**

Within 24 hours of receiving notice of any Environmental Claim, Consultant must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department . Thereafter, Consultant must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.8.9. Preference for Recycled Materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Consultant must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**3.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

Consultant warrants and represents that it, and to the best of its knowledge, its Subconsultants have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Consultant's or any Subconsultant's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Consultant's and its Subconsultants' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Consultant's eligibility for future contract awards.

**3.4. Contract Disputes**

**3.4.1. Procedure for Bringing Disputes to the Department**

The Consultant and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Consultant must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Consultant certifies that:

- A. The Claim is made in good faith;

- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

#### **3.4.2. Procedure for Bringing Disputes before the CPO**

Only after the Commissioner has rendered a final decision denying the Consultant's claim may a dispute be brought before the CPO.

If the Consultant and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Consultant must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultants and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### **3.5. Events of Default and Termination**

#### **3.5.1. Events of Default**

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- B. Consultant's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Consultant's reasonable control;

- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Consultant without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Consultant's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Consultant acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Consultant's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Consultant's use of a subconsultant that is currently debarred by the City or otherwise ineligible to do business with the City.

### **3.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default.

The CPO will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Consultant an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Consultant's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Consultant.

Whether to issue the Consultant a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Consultant must discontinue any Services, unless otherwise directed in the notice.

### **3.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Consultant
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;



- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Consultant's compensation under this Contract;
- F. The right to deem Consultant non-responsible in future contracts to be awarded by the City.

#### **3.5.4. Non-Exclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

#### **3.5.5. City Reservation of Rights**

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

#### **3.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Consultant. The effective date of termination will be the date the notice is received by the Consultant or the date stated in the notice, whichever is later.

After the notice is received, the Consultant must restrict its activities, and those of its Subconsultants, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Consultant is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Consultant is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Consultant disputes the amount of compensation determined by the City to be due Consultant, then the Consultant must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

### **3.6. Department-specific Requirements**

Consultant must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

#### **3.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

##### **3.6.1.1. Confidentiality of Airport Security Data**

Consultant has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Consultant acknowledges that information provided to, generated by, or encountered by Consultant may include Airport Security Data. If Consultant fails to safeguard the confidentiality of Airport Security Data, Consultant is liable

for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Consultant, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Consultant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Consultant, Subconsultants and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Consultant, Subconsultants, their respective employees, invitees and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Consultant at all times when not in use or under Consultant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

### **3.6.1.3. Airport Security Badges**

As part of airport operations and security, the Consultant must obtain from the airport badging office Airport Security Badges for each of his employees, subconsultants, material men, invitees or any person(s) over whom Consultant has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing the form for each employee and subconsultant employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Consultant must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Consultant will be jointly and severally liable for any fines imposed on its employees or its Subconsultants employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Consultants personnel who function as supervisors, and those that escort the Consultants equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **3.6.1.4. General Requirements Regarding Airport Operations**

##### **3.6.1.4.1. Priority of Airport Operations**

Where the performance of the Contract may affect airport operation, the Consultant must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Consultant at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Consultant's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Consultant's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Consultant's work must be interrupted or moved from one part of the work site to another.

##### **3.6.1.4.2. Interruption of Airport Operations**

If Consultant requires interruption of Airport facilities or utilities in order to perform work, Consultant must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Consultant must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Consultants must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

#### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

The Consultant must not permit or allow its employees, subconsultants, material men, invitees or any other persons over whom Consultant has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Consultants must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

#### **3.6.1.4.4. Work on the Airfield**

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Consultant on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Consultant has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Consultant to post obstruction lights.

For any work on the airfield, the Consultant must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Consultant must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Consultant acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Consultant to perform the work in accordance with the provisions of this section and to enforce same with regard to all subconsultants, material men, laborers, invitees and all other persons under the Consultant's control is an event of default.

#### **3.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Consultant must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Consultants are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a

limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

### **3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

#### **3.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Consultant by the Executive Director, as required. Consultant, Subconsultants, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Consultant must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

#### **3.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Consultant or by any Subconsultant. If the Consultant, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Consultant, any Subconsultant, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Consultant to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Consultant must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Consultant's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Consultant, any Subconsultant, or any employee from performing work on the project. Further, the Consultant must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Consultant must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subconsultants to adhere, to any security and safety guidelines developed by the City and furnished to the Consultant from time to time during the term of the Contract and any extensions of it.

Each employee whom Consultant wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Consultant wishes a vehicle to have access to a O.E.M.C facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole

discretion. The Consultant must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Consultant and Subconsultant must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the Executive Director. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

### **3.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

### **3.6.2.4. Gates and Fences**

Whenever the Consultant receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Consultant may be required to provide gates that comply with O.E.M.C design and construction standards. Consultant must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Consultant or its Subconsultants must be manned by a licensed and bonded security guard of the Consultant at Consultant's expense until the

damaged items are restored. Consultant must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Consultant must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Consultant's expense, on a twenty-four (24) hour basis during the period of temporary removal. Consultant must restore the items removed to their original condition when construction is completed.

#### **3.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

#### **3.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Consultant must obtain from the Police Department, Security Badges for each of its employees, subconsultants, material men, invitees or any person(s) over whom Consultant has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Consultant is responsible for requesting and completing the form for each employee and subconsultants employee. The Superintendent may grant or deny the application in his sole discretion. The Consultant must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

#### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

##### **3.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Consultant by the Commissioner, as required. Consultant, Subconsultants, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Consultant must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

##### **3.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Consultant or by any Subconsultant. If the Consultant, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Consultant, any Subconsultant, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Consultant to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Consultant must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Consultant's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Consultant, any Subconsultant, or any employee from performing work on the project. Further, the Consultant must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Consultant must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subconsultants to adhere, to any security and safety guidelines developed by the City and furnished to the Consultant from time to time during the term of the Contract and any extensions of it.

#### **3.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Consultant wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Consultant wishes a vehicle to have access to a DOWM facility, Consultant must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Consultant is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Consultant must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Consultant and Subconsultant must maintain an employment history of employees going back five years from the date Consultant began Work or Services on the project. If requested, Consultant must certify that it has verified the employment history as required on the form designated by the Commissioner. Consultant must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriff's Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.



- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

#### **3.6.4.4. Gates and Fences**

Whenever the Consultant receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Consultant may be required to provide gates that comply with DOWM design and construction standards. Consultant must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Consultant or its Subconsultants must be manned by a licensed and bonded security guard of the Consultant at Consultant's expense until the damaged items are restored. Consultant must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Consultant must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Consultant's expense, on a twenty-four (24) hour basis during the period of temporary removal. Consultant must restore the items removed to their original condition when construction is completed.

#### **3.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

### **ARTICLE 4. TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGY TASK ORDER SERVICES**

#### **4.1. Supplemental Definitions**

"Chief Information Officer" ("CIO") means the chief executive officer for the city of Chicago, the Department of Innovation and Technology ("DoIT").

"Deliverables" include but are not limited to various written studies, procedural manuals, forms, source and object code, work flow charts, methods, processes, plans, designs, transformed data, data studies, interfaces, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Contract.

"City Data" means all data submitted to Consultant by the City in connection with this Consultant any Task Order, including all data which includes images and electronic information related to City employees, City

customers, projects, property, payroll, human resources, budget, purchasing, grants, projects and all financial data.

"Cost Proposal" means a cost proposal prepared by the Consultant in response to a Task Order Request. An accepted Cost Proposal will be the Budget for the Project.

"Documentation" means all documentation, written materials, work papers, configurations, manuals, and other work product prepared by or on behalf of the Consultant, its Subconsultants/Sub-consultants or agents in connection with providing the Services.

"Fully-Loaded Hourly Rates" means that hourly rate, by particular type of worker, which includes all the expenses of the Consultant except for the direct costs set forth in a Task Order.

"Project" means the project set forth in a given Task Order Request.

"Project Documents" means this Contract, the Request for Service and Task Order if any, and any attachments to them.

"Project Manager" means the Consultant's staff member indicated on each Proposal as the person who will direct and coordinate the execution of the Task Order and who will be the primary contact with the Department.

"Services" means, collectively, the services, duties and responsibilities described in the Project Documents and any and all work necessary to complete them or carry them out fully as required.

"Task Order" means an approved proposal, as modified by negotiation between the City and Consultant, signed by the CIO and issued pursuant to the Task Order process set forth in Section 4.3 below.

"Task Order Request" means a written request from the CIO for Consultants to prepare and submit a proposal, including the Cost Proposal for the services relating to a specific Project, and issued pursuant to the Task Order process set forth in Section 4.3 below.

"Work Product" includes all finished and unfinished originals or copies (when originals are unavailable) of documents, screens, reports, writings, procedural manuals, forms, source and object code, work flow charts, methods, processes, data studies, plans, designs, transformed data, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, interfaces, computation, papers, supplies, notes, recordings, videotapes, pictorial reproductions, designs or other graphic representations, equipment descriptions, and other materials prepared by the Consultant under this Contract.

#### **4.2. Providing Services**

This is a Master Task Order Contract. Nothing in this contract will prevent the City from procuring services from others. Services will be determined on an as-needed basis and as described on a Task Order Request. The City is under no obligation to issue any Task Order Request, nor is Consultant guaranteed any specific dollar value of Services. Consultant will submit a Task Order Proposal in response to a Task Order Request. Only if the Consultant has successfully been awarded a Task Order will it then receive a Notice to Proceed authorizing the Consultant to perform Services. Task Orders (a.k.a. purchase orders, purchase order release, blanket order release, or sub-order) will indicate the specification number, purchase order number, project description, milestones, deadlines, funding, and other such pertinent information.

The Consultant must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Task Order issued by the Department. Any work performed by the Consultant without a written Task Order is done at the Consultant's risk. Consequently, in the event a written Task Order is not provided by the City, the Consultant releases the City from any liability whatsoever to pay for any work performed provided without a Task Order.

The following section describes the Task Order process in more detail.

#### **4.3. Task Order Process**

##### **4.3.1. Task Order Requests**

#### **4.3.1.1. Procedure**

From time to time the Chief Information Officer (“CIO”) and the Chief Procurement Officer (“CPO”) may issue Task Order Requests (“TORs”) which are within the scope of this Contract. TORs, if any, will set forth the project for which Services are to be performed pursuant to the proposed Task Order and a desired completion date. Consultant must respond by proposing a time schedule, Budget, Deliverables, list of key personnel, and MBE/WBE (or DBE, if applicable) involvement, all of which conform to the terms of the TOR and the terms and conditions of the Contract. Consultant must not respond to any TOR not approved in writing by the CPO and CIO or designee and/or not within the scope of service for the category awarded in the Contract. Costs associated with the preparation of Task Order Proposals are not compensable under the Contract and the City is not liable for any additional costs.

In the event that a project is funded in whole or part with state or federal funds, the TOR may also set forth additional conditions required by the particular source of funds and such additional conditions will become part of this Contract with respect to that specific project. By accepting a Proposal in response to a particular TOR, this Contract will be deemed to have been amended to include such special conditions pursuant to the subsection regarding "Amendments" of the Standard Terms and Conditions but with respect to that project only. The Consultant will not respond to TORs which are not within the scope of this Contract.

Following Consultant's submission of a Proposal in response to the TOR, the CIO and the CPO will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Consultant regarding the scope or fee of the project and the project completion date. If the City and the Consultant negotiate the scope or fee of the project and the project completion date, the Consultant must submit a signed revised Task Order Proposal (based upon such negotiations) to the City for approval.

#### **4.3.1.2. Types of Task Order Requests: Advice and Results**

The TORs issued under this Contract will fall into two basic categories: (1) Task Order Requests for Advice (“Advice TOR”); and (2) Task Order Requests for Results (“Results TOR”). Advice TOR will ask the Consultant to provide professional consulting services, advice and to assist the City. Results TOR will ask the Consultant to complete or implement a project or task for the City, such that contract conformity will be measured by the achievement of acceptance criteria and functional specifications. All TORs will specify Advice or Results type.

#### **4.3.1.3. No Obligation to Issue**

The Consultant acknowledges and agrees that the City is under no obligation to issue any TOR to the Consultant; that the level of Services requested may vary by project; and that the City has entered into similar agreements with other Consultant and, in the CPO’s sole discretion, the City may issue a TOR to only one consultant or may issue the same TOR to more than one consultant in order to obtain competitive Proposals.

### **4.3.2. Proposals**

#### **4.3.2.1. Submission of Proposals**

The Consultant will respond to a TOR by submitting a Proposal to the CIO which describes the Consultant's approach and plan for performing those Services and contains a time schedule for completion of Services, Deliverables to be provided and a schedule for delivery, a staffing schedule, and a Cost Proposal, all of which conform to the terms of the TOR and the terms and conditions of this Contract. Proposals will constitute irrevocable offers for a period of 60 calendar days after receipt by the City. Any and all costs associated with the preparation of Proposals will not be a reimbursable cost under this Contract.

#### **4.3.2.2. Deadlines for Submittal of Proposals**

Proposals will be submitted to the CIO no later than the date set forth in the TOR and if no date is specified then no later than 15 business days following Consultant's receipt of the TOR. Failure to provide a Proposal on a timely basis may result in rejection of the Proposal.

**4.3.2.3. Budget**

Consultant will prepare a Cost Proposal as part of each Proposal. The Cost Proposal for each Proposal will be deemed approved upon approval of the Task Order, and will become the Budget for that Task Order.

The Consultant will prepare its Cost Proposal in accordance with the basis of payment specified in the applicable Task Order Request, either lump sum, hourly rate, or time and materials with a guaranteed maximum price or such other method as specified in the Task Order Request. If a time and materials basis is specified, the Consultant will estimate the number of hours to complete the project and calculate the guaranteed maximum price based upon its Fully-Loaded Hourly Rates. A Cost Proposal which does not conform to the specified basis of payment may be cause for rejection of the Proposal.

**4.3.2.4. Negotiation Possible**

The City reserves the right, at its option, either to accept a Proposal as submitted by the Consultant, reject the Proposal, or to negotiate a more satisfactory Proposal with one or more Consultants.

**4.3.2.5. Acceptance**

Proposals satisfactory to the CIO must be accepted on behalf of the City by the CPO before binding the City and Consultant. The City's acceptance will be demonstrated by a Notice-to-Proceed and a Task Order (approved Proposal), issued pursuant to the Task Order procedures set forth in this Section. The Consultant will not commence Services, and the City will not be liable for any costs incurred by or payments to the Consultant, without a Notice-to-Proceed so executed. All approved Proposals will be governed by the terms and conditions of the Project Documents. The Project Documents will be interpreted in the following order of precedence: the terms of this Contract, TOR, and Task Order.

Notwithstanding anything to the contrary contained in this Contract, if any Task Order contains terms that are inconsistent or conflict with this Contract, or shift the risk allocation contemplated in this Contract, such Task Order must be treated as an amendment pursuant to the subsection regarding "Amendments" of the Standard Terms and Conditions. Further, it is contemplated that each Task Order will include scopes of services setting forth the obligations of the Consultant under that Task Order, but the parties recognize that, depending upon the nature of the scope of services, the terms and conditions in this Contract may not be appropriate for the undertaking contemplated by the Task Order. Therefore, any project for which the terms of this Contract are deficient as a business and/or legal matter, such as, without limitation, deficient risk allocation provisions or licensing provisions given the nature of the project, must be done by written amendment.

The Consultant acknowledges and agrees that the City either may select from among those Proposals submitted in response to a TOR that Proposal which is in the best interests of the City or may reject any and all Proposals submitted in response to a TOR.

**4.3.2.6. Approvals**

All Task Orders are subject to the approval of the CPO and no Task Order will become binding upon the City until it is approved, in writing, by the CPO. Absent approval of a Task Order by the CPO, the City will not be obligated to pay or have any liability, under any theory of recovery (whether under the Contract, at law or in equity), to Consultant for any Services provided by Consultant pursuant to a Task Order, or otherwise.

**4.3.2.7. Other Approvals**

The Consultant acknowledges and agrees that this Contract and any Task Order may be subject to approval by other governmental agencies and that, if such approval is required, the Consultant will perform no Services relating to a Task Order until such approval is obtained.

**4.3.3. Notice to Proceed**

Consultant will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the CIO.

**4.4. Standard of Performance**

**4.4.1. General**

**4.4.1.1. Professional and Fiduciary**

The Consultant will perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a professional performing Services of a comparable nature and scope. With respect to the Consultant's duties to the City, the Consultant will be deemed to be acting in a fiduciary capacity for the City and will be held to a fiduciary standard in performing its Services. Nothing contained in this Section, however, shall be construed to relieve Consultant of its obligations pertaining to a Proposal or Task Order as set forth above in Section 4.3.2, "Proposals" or below in Section 4.4.1.2, "Satisfactory Performance."

**4.4.1.2. Satisfactory Performance**

The Consultant will perform or cause to be performed all Services required by the Contract in accordance with the terms and conditions of this Contract, in accordance with any federal, state and local laws, statutes, ordinances, regulations and standards applicable to this Contract, and to the satisfaction of the CIO. The Consultant must at all times act in the best interests of the City consistent with the professional and fiduciary obligations assumed by it in entering into this Contract and will assure timely and satisfactory rendering and completion of its Services, including but not limited to Deliverables.

**4.4.1.3. Qualified Personnel**

The Consultant must assure that all Services which require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Consultant covenants with the City to furnish its best professional expertise and judgment in furthering the City's interests.

**4.4.1.4. Efficiency**

The Consultant agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost, if furnished on a time and material basis.

**4.4.1.5. Compatibility and Integration**

The Consultant must ensure that the Services, Deliverables, and other resources and materials (collectively, the "Provided Resources") that are provided by the Consultant to the City, incorporated by Consultant, or approved or recommended by Consultant for use by the City in connection with Services rendered via approved Task Orders, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by each other or the other hardware, software, equipment, network components, systems, services and other resources that are owned or leased by, or licensed to the City, as of the Effective Date of the approved Task Order (collectively, "City Resources"). At all times, Consultant must cooperate and work as requested with the other services providers of the City to coordinate the development and the provision of Services with the services and systems of such other service providers.

Such coordination shall include:

- (i) facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active

participation, cooperation, and involvement of such other services providers as is required for such problem resolution;

(ii) providing information concerning any of all of the Provided Resources or the data, computing environment, and technology direction used in implementing and providing the Services;

(iii) working with the City's other service providers in the implementation and integration of the Services with the City Resources in City's environment and the integration and interfacing of the services of such other service providers with the Services;

(iv) providing reasonable access to and use of the Provided Resources; and

(v) performing other reasonably necessary tasks in connection with the Services in order to accomplish the foregoing activities described in this sentence.

In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the City's third-party providers (or by the City itself), or within the scope of Services to be provided by the Consultant, such particular service or function shall be considered to be a part of the Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Consultant work, as set forth in this Consultant, and it more reasonably would be associated with the scope for Consultant's work than with the scope of the services to be provided by such other service providers. If any of the foregoing requires the disclosure of any proprietary information or Confidential Information of Consultant to any third party, such third party shall be required to enter into a reasonable confidentiality agreement with the City, with terms substantially equivalent to those of this Contract regarding the protection of Confidential Information.

#### **4.4.2. Cooperation**

##### **4.4.2.1. General**

The Consultant will at all times cooperate fully with the City, its agents, employees, consultants, consultants, subconsultants and sub-consultants; any other parties providing services with respect to this Contract; and any interested governmental agency. The Consultant will at all times act in the City's best interests.

##### **4.4.2.2. Transition; Demobilization**

If this Contract is terminated for any reason, or if it is to expire on its own terms, the Consultant will make every effort to assure an orderly transition to another provider of the Services, if any; an orderly demobilization of its own operations in connection with the Services; uninterrupted provision of Services during any transition period; and will otherwise comply with the reasonable requests and requirements of the CIO in connection with the termination or expiration.

#### **4.4.3. Failure to Comply**

If Consultant fails to comply with the above standards, Consultant will perform again, at its own expense, any and all Services required to be performed again as a direct or indirect result of such failure. The duty to perform again is in addition to and not a limitation on any other remedies available to the City under this Contract, at law, or in equity.

#### **4.5. Deliverables**

##### **4.5.1. City Approval Required**

In carrying out Services, the Consultant must prepare or provide Deliverables.

The City reserves the right to reject any and all Deliverables which in the sole judgment of the City do not adequately represent the intended level of completion or standard of performance, do not include relevant information or data, do not comply with federal, state, or local reporting requirements, or do not include all documents which are specified in this Consultant or the applicable Proposal or which are reasonably necessary for the purposes for which the City made this Contract with Consultant or for which the City intends to use the Deliverables.

#### **4.5.2. Partial Deliverables**

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the CIO. Such Deliverables may not be considered as satisfying the requirements of this Contract. Partial or incomplete Deliverables will in no way relieve Consultant of its commitments hereunder.

#### **4.6. Acceptance Testing Criteria and Procedures for Results Task Order Requests**

##### **4.6.1. Development of Acceptance Test**

Each Task Order Request will contain functional specifications and a general statement of acceptance criteria for the Deliverables ("General Acceptance Criteria"). After reviewing the Proposal, and prior to issuing the Notice-to-Proceed, the City will propose a detailed, comprehensive set of acceptance criteria for each Deliverable designed to objectively verify the performance of each Deliverable or the Deliverables as whole ("Detailed Acceptance Criteria"). The City and the Consultant will mutually agree upon the Detailed Acceptance Criteria. The Detailed Acceptance Criteria will be contained in the Project Documents. As used here, the term "Acceptance Criteria" refers to the General Acceptance Criteria until the parties agree on the Detailed Acceptance Criteria and thereafter shall refer to the General Acceptance Criteria and the Detailed Acceptance Criteria, collectively.

##### **4.6.2. Acceptance Procedures**

Upon issuing a Notice-to-Proceed, the City will propose and the Consultant shall agree in writing on detailed, comprehensive acceptance procedures for the Deliverables ("Acceptance Procedures"). The Acceptance Procedures must include the provisions of this Section 4.6. Each submittal of a Deliverable by Consultant shall be accompanied by a written certificate from the Consultant that such Deliverable has met its Acceptance Criteria ("Completion Certificate"). Upon delivery of the Completion Certificate, the Consultant shall also provide a complete copy of the Deliverable to the City.

At the City's request, the Consultant will demonstrate to the City how the Deliverable meets or satisfies its Acceptance Criteria. The Consultant will conduct any additional review and/or testing of a Deliverable that the City requests in order to verify to its satisfaction that the Deliverable meets or satisfies the Acceptance Criteria. If the City determines that any submitted Deliverable does not perform the requirements specified by such Deliverable's Acceptance Criteria, the City will provide the Consultant with written notice specifying the identified failures. The Consultant must cure as promptly as possible any such failures and deficiencies and will apply necessary resources to perform such cure. After completing such cure, the Consultant must resubmit the Deliverable for review testing and must resubmit the Deliverable to the City along with a Completion Certificate. Disputes regarding claimed failures and deficiencies will be resolved pursuant to Section 3.4, "Contract Disputes".

#### **4.7. Warranties**

The warranties contained in this section will continue for a period of one year ("Warranty Period") after Acceptance (unless a longer term is specified in the TOR, Scope of Work and Detailed Specifications, or the Project Documents). If the City notifies the Consultant, or the Consultant becomes aware, of any non-performance, error or defect covered by these warranties within the Warranty Period, the Consultant shall, at its expense, promptly correct such nonperformance, error or defect, but in no event later than 30 days after notification by the City. Any repair or replacement of Deliverables or portions thereof will be additionally and automatically warranted as set forth herein. All warranties will survive inspection, acceptance and payment.

Nothing in these warranties will be construed to limit any other rights or remedies otherwise available to the City under this Contract.

##### **4.7.1. Results Task Order Requests**

For Deliverables provided in response to a Results TOR, Consultant represents and warrants that:

- A. The Deliverables when submitted to the City for Acceptance and for the duration of the Warranty Period will conform to the Acceptance Criteria, the specifications, Task Order Request and Documentation and will be free of errors or defects in design, material and workmanship.

- B. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free of defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

#### **4.7.2. Advice Task Order Requests**

For Deliverables provided in response to an Advice TOR, Consultant represents and warrants that:

- A. The Services provided hereunder shall be performed in a professional and workmanlike manner, in accordance with applicable professional standards.
- B. The Deliverables provided under any Task Order will conform in all respects to the Task Order Request and Documentation and shall be free of errors or defects in design, material and workmanship.
- C. The media furnished by the Consultant on which any of the Deliverables are furnished shall be free from defects in materials and workmanship under normal use for a period of 90 days from Acceptance. Consultant must, at its expense, replace any defective media within 10 days after the City notifies Consultant.

#### **4.7.3. All Task Orders**

The Consultant represents and warrants that all Deliverables:

- A. correctly and accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and leap year calculations;
- B. respond to two digit date input in a way that resolves the ambiguity as to century in a disclosed, defined and pre-determined manner; and
- C. store and provide output of date information in ways that are unambiguous as to century.

These warranties will also apply to the extent that other information technology, used in combination with the information technology supplied under any Task Order, exchanges date/time data with it.

If a Task Order requires that specific listed items must perform as a system, then these warranties will also apply to those listed items as a system.

### **4.8. Payment**

#### **4.8.1. Basis of Payment**

Each Task Order Request will specify the basis of payment for the satisfactory performance of the Services requested and will be lump sum, hourly rate, time and materials with a guaranteed maximum price, or such other method as specified in the Task Order Request. In each case where the Consultant is to be compensated based on an hourly rate, the approved Budget will specify a maximum payment that cannot be exceeded without an amendment.

The City will pay Consultant for completed Services and accepted Deliverables based on the defined basis of payment and in accordance with the Compensation Schedule shown in each Task Order Request.

#### **4.8.2. Method of Payment**

The method of payment depends on the basis of payment. The method of payment will be specified in the Task Order Request. Payment will be made using the following processes:

For lump sum compensation, the Consultant will submit periodic invoices which may prorate the lump sum on the basis of milestone Deliverables provided. For hourly rate compensation (time and materials), the Consultant will submit monthly invoices for the hours and direct costs incurred during the month and will explain any variances from the Budget.



The Project Documents will specify a percentage of the compensation that will be retained by the City from every invoice until all Deliverables have been accepted as provided in this Agreement ("Retainage"). In no event shall the Retainage be less than 10%. The Project Documents may specify a higher Retainage percentage.

All invoices will be submitted in a format and detail acceptable to the City. Upon request by the City, the Consultant will supply original time sheets, payroll registers, invoices, and such other documentation as may be necessary to support the amount invoiced.

No invoices will be submitted for under \$500 unless they are submitted for final payment/project close-out. If Consultant has an invoice for less than \$500 and it is not the final payment/project close-out, the Consultant will hold the invoice and submit it the next time the total exceeds \$500.

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract related to each TOR.

Consultant may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Consultant, and Consultant agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

[http://www.cityofchicago.org/content/dam!city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam!city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Consultant.

#### **4.8.3. Centralized Invoice Processing**

This Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700, City Hall  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142  
Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)

- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

#### **4.8.4. Criteria for payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Consultant under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Consultant must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

#### **4.9. Meetings and Project Meetings**

The Consultant will meet regularly with the CIO or designee to discuss matters relating to outstanding Projects. In addition, at the CIO's request, the Consultant must attend other meetings with the City or other interested parties designated by the CIO. The CIO reserves the right to require the Consultant to track time and report progress performing Services in a format prescribed by the CIO upon written notice by the CIO.

#### **4.10. Related Services**

The parties have attempted to delineate in this Contract and its Exhibits, and will attempt to delineate in each Task Order, the specific tasks, activities, and Services that will be performed by Consultant, and the specific Deliverables that will be provided by Contract, in the Project. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations will be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Consultant, rather than as complete and exhaustive lists of such Services and Deliverables.

Notwithstanding anything to the contrary elsewhere in this Consultant or in any Task Order, the parties agree that the Services to be performed by Consultant with respect to any Project as a whole shall be deemed to include not only such delineated tasks, activities, and Services, but also such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide City with the requirements of this Consultant.

#### **4.11. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to

complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 3.1.4.9, "Amendments" of the Standard Terms and Conditions above before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

#### **4.12. Timeliness of Performance**

Consultant must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits may result in economic or other losses to the City.

Neither Consultant nor its agents, employees or Subconsultants are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4.13. Suspension**

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Consultant upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contract by written notice to the City may treat the suspension as an early termination of this Contract under the "Standard Terms and Conditions."

#### **4.14. Personnel**

##### **4.14.1. Adequate Staffing**

If assigned a project, Consultant will, immediately upon receiving a fully executed Task Order, assign during the term of the Project and any extension of it adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Consultant will identify such personnel and their positions in a staffing schedule which will be included in each Proposal.

The level of staffing may be revised from time to time by notice in writing from Consultant to the City with a detailed explanation and/or justification only with prior written consent of the CIO, which consent the CIO will not withhold unreasonably. The City may also from time to time request that the Consultant adjust staffing levels to reflect workload and level of required Services or Additional Services.

##### **4.14.2. Account Manager**

Consultant must, upon receiving a fully executed copy of this Contract, assign and maintain throughout the term of this Contract, an Account Manager who will be the primary contact for the City for Task Order Requests.

##### **4.14.3. Key Personnel**

In selecting the Consultant for this Contract the City relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services ("Key Personnel"). Consultant must not reassign or replace Key Personnel without the written consent of the CIO, which consent the CIO will not unreasonably withhold. The CIO may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon

that notice Consultant must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the CIO. Consultant's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

#### **4.14.4. Salaries and Wages**

Consultant and any subconsultants must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Contract and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

#### **4.15. Conduct on City Premises**

Consultant must exercise due care and diligence to prevent any injury to persons or damage to property while on the City's premises. The operation of vehicles by Consultant personnel on City property must conform to posted and other regulations and safe driving practices. Vehicular accidents on City property and involving Consultant personnel must be reported promptly to the appropriate City personnel. Consultant covenants that it and its subconsultants/subconsultants, and their respective employees, agents and representatives (including all of Consultant personnel), shall at all times comply with, and shall at no time take action that results in the City being in violation of, any federal, state, local law, ordinance, regulation, or rule, including those regarding use or possession of contraband and those regarding confidentiality, privacy, security, or exportation.

#### **4.16. City's Policies and Procedures**

Consultant covenants that it, the Consultant personnel, subconsultants/subconsultants of Consultant and their respective employees, and all other agents and representatives of Consultant or its subconsultants/subconsultants, shall at all times comply with and abide by all policies and procedures of City (as such may exist or be revised or established by City from time to time) that reasonably pertain to Consultant in connection with Consultant's performance hereunder, including all such policies that pertain to conduct on City's premises, use or possession of contraband, or the access to, or security and confidentiality of, City's information technology, data, or resources, or related systems, networks, equipment, property, or facilities, and including but not limited to the "City Data Policy" on data confidentiality as updated from time to time and attached as exhibit 5 to this Contract. No such policies shall override the express provisions of this Contract relating to ownership of Consultant's proprietary information. Written copies of such policies and procedures shall be provided to Consultant by City upon request.

Prior to performing Services hereunder, each of the Consultant personnel who will have access to City's data, software, or Confidential Information shall execute the City of Chicago Confidentiality and Acceptable Use Policy. Consultant shall issue to each Consultant personnel appropriate access mechanisms (e.g., access IDs, passwords, and access cards), which mechanisms shall be used only by the specific individuals to whom issued. Consultant shall provide each Consultant personnel with only the level of access that is appropriate and required to perform the tasks and functions for which such person is responsible.

Consultant shall, from time to time, and promptly upon City's request, provide City with an updated list of those Consultant personnel who have the highest level of access to City's systems, software and data. Consultant shall maintain and ensure the confidentiality and security of City's information systems, networks, software and data in accordance with the terms of this Agreement, and shall, in any event, treat all such materials with a level of security at least equivalent to that then being maintained by: (i) City with respect to such materials; and (ii) Consultant with respect to its own similar systems and data. Consultant

shall cooperate with City in ensuring Consultants compliance with the policies and procedures described in this [Section 4.16](#), and any violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of City, be cause for denial of access or use by the applicable Consultant personnel to City's information systems, networks, equipment, property and facilities.

#### **4.17. HIPPA and AIDS Confidentiality Act**

To the extent not defined here the capitalized terms below and in [Exhibit 4](#) will have the meaning as set forth in the Health Insurance Portability and Accountability Act ("Act"). See 45 CFR parts 160, 162, and 164. Consultant and all its subconsultants/subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E: the Standards for Electronic Transaction, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164.

Consultant must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Consultant fails to comply with the applicable provision under the Act or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Consultant is a business associate, it must comply with all requirements of the act applicable to Business Associates including the provisions contained in Exhibit 4.

#### **4.18. Ownership of Documents**

Except as otherwise agreed to in advance by the CIO in writing or specified below under "Copyright Ownership and other Intellectual Property," all Deliverables, data, findings or information in any form prepared or provided by Consultant or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subconsultant's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Consultant's expense. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Consultant.

#### **4.19. Copyright Ownership and other Intellectual Property**

Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire," Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Consultant. Consultant shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Consultant's direct involvement and consent.

For the avoidance of doubt, Deliverables consisting solely of work product or intellectual property that existed prior to this Contract or not specifically created for the City are not considered Deliverables to be produced by Consultant at the City's instance and expense under this Contract. Nevertheless, with respect

to such Deliverables, Consultant must provide such licenses to the City as may be needed to facilitate City's usage of the Deliverables, as contemplated under this Contract or applicable Task Order.

Consultant will, and will cause all of its Subconsultants, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the CIO or before that date: (a) Consultant will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Consultant will have the legal rights to fully assign the copyrights, (c) Consultant will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Consultant is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

#### **4.20. Patents**

If any invention, improvement, or discovery of the Consultant or its Subconsultants is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Consultant agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Consultant must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Consultant purchases ownership with funds provided to it under this Contract.

#### **4.21. Approvals**

Whenever Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

#### **4.22. Cooperation**

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

#### **4.23. Conflicts of Interest, additional terms These terms are in addition to those set forth in Article 3, above. Consultant and subconsultants will be collectively referred to in this Section as "Contracting Parties."**

Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for Proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subconsultant, subconsultant or joint venturer in that project or in the preparation of a Proposal or

bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the Proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the Proposals or bids for that project.

The Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Contract or have access to any confidential information. If the City, by the reasonable judgment of the Commissioner, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Contract, Contracting Parties must terminate such other services immediately upon request of the City.

#### **4.24. Compliance with Accessibility Laws**

Consultant covenants that all websites, interfaces, designs, or other Deliverables produced or provided under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and its regulations and the Illinois Information Technology Accessibility Act, Public Act 095-0307, and its regulations (further details regarding the ITAA standards are currently available at <http://www.dhs.state.il.us/page.aspx?item=32765>).

If the above standards are inconsistent, Consultant must assure that its work complies with the standard providing the greatest accessibility. Also, Consultant must, prior to production, review the design and specifications to insure compliance with these standards. If Consultant fails to comply with these standards, the City may, without limiting any of its available remedies, require Consultant to promptly perform at Consultant's expense, all curative measures necessary to remedy such non-compliance.

#### **4.25. Compliance with Payment Card Industry Data Security Standard**

Consultant shall at all times during the Term of this Contract be compliant with the Payment Card Industry ("PCI") Data Security Standard to the extent applicable to the Services and shall be responsible for the security of the payment cardholder data in its possession. Additionally, to the extent applicable, any Deliverables to be provided by Consultant under this Contract must comply with the PCI Data Security Standard.

Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of compliance by Consultant with the PCI Data Security Standard. In the event of Consultant's non-compliance with the PCI Data Security Standard, Consultant will promptly perform, at Consultant's expense, all curative measures necessary to remedy such non-compliance.

For further details regarding this standard go to:

[https://www.pcisecuritystandards.org/security\\_standards/pci\\_dss.shtml](https://www.pcisecuritystandards.org/security_standards/pci_dss.shtml)

#### **4.26. Reimbursement for Travel**

Reimbursable travel is not anticipated to be necessary for the performance of this Contract; travel by Consultant personnel to and from worksites will be part of Consultant's overall pricing. In the event that reimbursable travel is required and is authorized by the City, travel expenses will be reimbursed only in accordance with the City of Chicago Travel Reimbursement Guidelines current at the time of travel. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>.

The direct link is:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago\\_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf).

### **ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS**

#### **5.1. Scope of Services**

This Contract is for \_\_\_\_\_.

More specifically, the Services that Consultant must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Contract.

**5.2. List of Key Personnel**

Key Personnel are (or are listed in) \_\_\_\_\_.

**5.3. Term of Performance**

This Contract takes effect as of the Effective Date and continues for 72 months, unless terminated earlier pursuant to the Termination provision, whichever occurs first.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

**5.4. Funding**

The source of funds for payments under this Contract is Fund number \_\_\_\_\_. Payments under this Agreement must not exceed \$ \_\_\_\_\_ without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.

**5.5. Representations and Covenants**

A. Consultant represents to the City that:

- i. It is a [some corporate form], validly existing and in good standing under the laws of Illinois;
- ii. It has the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract and it is financially solvent;
- iii. The execution, delivery and performance of this Contract have been duly authorized by the Consultant;
- iv. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by Consultant in order for it to enter into and perform its obligations under this Contract;
- v. It has obtained all applicable permits, rights, and licenses required in connection with Consultant performing its obligations hereunder;
- vi. It and each of its employees, agents, Subconsultants of any tier are skilled and experienced in the activity to be performed by such person and competent to perform the Services required under this Contract;
- vii. Its Proposal, including but not limited to its statements and representations that it holds itself to very high standards of quality and professionalism, was accurate at the time it was made and no material changes in it have been made nor will be made without notice to and the express written consent of the City;
- viii. Acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Contract is made under penalty of perjury and, if false, is also cause for termination of this Contract for default.

B. Consultant covenants to the City that:

- i. It will comply with all applicable federal, state, and local laws and regulations;
- ii. It will obtain all applicable permits, rights and licenses required in connection with the Consultant performing its obligations hereunder;
- iii. The Services and any software used by the Consultant in providing the Services and the Deliverables will not infringe upon the trademark, copyright, trade secrets or other proprietary rights of any third party; and



- iv. It will not, directly or through a third party, remove, alter, change or interface with the Deliverables for any purpose of preventing the City from utilizing the Deliverables.



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
 121 North LaSalle Street, Room 806  
 Chicago, Illinois 60602-1284

**Fax: 312-744-3281**

**COMMODITIES AND WORK SERVICES MBE & WBE SPECIAL CONDITIONS**

**ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES**

**6.1. 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 Consultant 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 Consultant 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
25%	5%

This commitment is met by the Consultant's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime consultant (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 the indirect participation of MBEs or WBEs in other aspects of the Consultant's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Consultant's MBE or WBE commitment with respect to all government Contracts of such Consultant), 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.

As noted above, the Consultant may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Consultant will first consider involvement of MBEs/WBEs as joint venture partners, subconsultants, and suppliers of goods and services directly related to

the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the Consultant to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

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

## 6.2. 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 consultants to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

**"B.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"Bid"** means a bid, proposal, or submittal detailing a description of the services or work to be provided by the consultant 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.

**"Consultant"** 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"** 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. Consultants 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 consultant 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 Consultant's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a consultant's MBE or WBE commitment with respect to all government contracts held by that consultant.)

**"Joint venture"** means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**"Mentor-Protégé Agreement"** means an agreement between a prime and MBE or WBE subcontractant 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.

**"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.

### 6.3. 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.

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.

#### **6.4. 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. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subconsultant is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime consultant or a first tier subconsultant.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.
- c. 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 subconsultants in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subconsultant purchases or leases from the prime consultant 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 consultant.
- 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 consultant/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
  - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **6.5. 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.

#### **6.5.1. Direct / Indirect Participation**

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

- a. The bidder has documented the unsuccessful solicitation for either subconsultants or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
  1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
  3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - Project identification and location;
    - Classification/commodity of work items for which quotations were sought;
    - Date, item and location for acceptance of subconsultant 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;
- not imposing any limiting conditions which were not mandatory for all subconsultants;
- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

- b. Subconsultant participation will be deemed excessively costly when the MBE/WBE subconsultant proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subconsultant'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 subconsultants contacted for a quotation on that work item;
    - Prices quoted for the subcontract in question by all such potential subconsultants 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.

#### **6.5.2. 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 subconsultants 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 consultant seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime consultant 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.

#### **6.5.3. 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 subconsultant 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.

#### **6.6. 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.

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

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

**(2) Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area

of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

**(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 subconsultant), 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, consultants 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.

**6.7. Reporting Requirements During the Term of the Contract**

- a. The Consultant 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 Consultant will be responsible for reporting payments to all subconsultants on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the consultant 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 Consultant with instructions to report payments that have been made in the prior month to each subconsultant. The reporting of payments to all subconsultants 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 Consultant has reported payments made to each subconsultant, including zero dollar amount payments, the subconsultant 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. Consultant and subconsultant 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 consultant 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 consultant's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the consultant'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 consultant's records by any officer or official of the City for any purpose.
- f. The Consultant 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.

## **6.8. Changes to Compliance Plan**

### **6.8.1. Permissible Basis for Change Required**

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subconsultants may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the consultant'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 consultant 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 consultant must negotiate with the subconsultant 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 subconsultant shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;

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

#### **6.8.2. 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 consultant 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 consultant 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 subconsultant. 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 consultant may substitute with a non-MBE or non-WBE.
- d) If a bidder or consultant plans to hire a subconsultant for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or consultant 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 consultant'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 consultant when a substitution of subconsultants becomes necessary to comply with MBE/WBE contract requirements.

#### **6.9. 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; and (2) disqualification as a MBE or WBE of the consultant or any joint venture partner, subconsultant 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 consultant.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The consultant 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.

#### **6.10. Arbitration**

- a) In the event a consultant 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 consultant 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 consultant 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 consultant and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the consultant in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the consultant 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.

#### **6.11. 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.

#### **6.12. 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 Subconsultant, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

**Attachment A –Assist Agency List**



**CITY OF CHICAGO  
 ASSIST AGENCY LIST**

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.

<p><b>American Brotherhood of Contractors</b>                  935 West 175<sup>th</sup> Street                  Homewood, Illinois 60430                  Phone: (773) 491-5640                  Email: <a href="mailto:arba@constructive-business.com">arba@constructive-business.com</a></p> <p><b>Asian American Business Expo</b>                  207 East Ohio St. Suite 218                  Chicago, IL 60611                  Phone: 312-233-2810                  Fax: 312-268-6388                  Email: <a href="mailto:Janny@AsianAmericanBusinessExpo.org">Janny@AsianAmericanBusinessExpo.org</a></p> <p><b>Asian American Institute</b>                  4753 N. Broadway St. Suite 904                  Chicago, IL 60640                  Phone: (773) 271-0899                  Fax: (773) 271-1982                  Email: <a href="mailto:kfernicoa@aaichicago.org">kfernicoa@aaichicago.org</a>                  Web: <a href="http://www.aaichicago.org">www.aaichicago.org</a></p> <p><b>Association of Asian Construction Enterprises</b>                  333 N. Ogden Avenue                  Chicago, IL 60607                  Phone: (847) 525-9693                  Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></p> <p><b>Black Contractors United</b>                  400 W. 76<sup>th</sup> Street, Suite 200                  Chicago, IL 60620                  Phone: (773) 483-4000                  Fax: (773) 483-4150                  Email: <a href="mailto:bcnewera@att.net">bcnewera@att.net</a>                  Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></p> <p><b>Cosmopolitan Chamber of Commerce</b>                  203 N. Wabash, Suite 518                  Chicago, IL 60601                  Phone: (312) 499-0611                  Fax: (312) 332-2688                  Email: <a href="mailto:c Carey@cosmococ.org">c Carey@cosmococ.org</a>                  Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a></p> <p><b>Eighteenth Street Development Corporation</b>                  1843 South Carpenter                  Chicago, Illinois 60608                  Phone: (312) 733-2287                  Fax: (773)-353-1683  <a href="mailto:asoto@eighteenthstreet.org">asoto@eighteenthstreet.org</a>  <a href="http://www.eighteenthstreet.org">www.eighteenthstreet.org</a></p>	<p><b>Chatham Business Association Small Business Development, Inc.</b>                  8441 S. Cottage Grove Avenue                  Chicago, IL 60619                  Phone: (773)994-5006                  Fax: (773)994-9871                  Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a>                  Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a></p> <p><b>Chicago Area Gay &amp; Lesbian Chamber of Commerce</b>                  3656 N. Halsted                  Chicago, IL 60613                  Phone: (773) 303-0167                  Fax: (773) 303-0168                  Email: <a href="mailto:info@glchamber.org">info@glchamber.org</a>                  Web: <a href="http://www.glchamber.org">www.glchamber.org</a></p> <p><b>Chicago Minority Supplier Development Council, Inc.</b>                  105 W. Adams, Suite 2300                  Chicago, IL 60603-6233                  Phone: (312) 755-8880                  Fax: (312) 755-8890                  Email: <a href="mailto:pbarreda@chicagomsc.org">pbarreda@chicagomsc.org</a>                  Web: <a href="http://www.chicagomsc.org">www.chicagomsc.org</a></p> <p><b>Chicago Urban League</b>                  4510 S. Michigan Ave.                  Chicago, IL 60653                  Phone: (773) 285-5800                  Fax: (773) 285-7772                  Email: <a href="mailto:president@thechicagourbanleague.org">president@thechicagourbanleague.org</a>                  Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a></p> <p><b>Chicago Women in Trades (CWIT)</b>                  4425 S. Western Blvd.                  Chicago, IL 60609-3032                  Phone: (773) 376-1450                  Fax: (312) 942-0802                  Email: <a href="mailto:cwitinfo@cwit2.org">cwitinfo@cwit2.org</a>                  Web: <a href="http://www.chicagowomenintradess.org">www.chicagowomenintradess.org</a></p> <p><b>Coalition for United Community Labor Force</b>                  1253 W. 63<sup>rd</sup> Street                  Chicago, IL 60636                  Phone: (312) 243-5149                  Email: <a href="mailto:johnrev.hatchett@comcast.net">johnrev.hatchett@comcast.net</a></p>
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City of Chicago Department of Procurement Services ~ Assist Agencies (cont'd)

<p><b>Federation of Women Contractors</b>                  5650 S. Archer Avenue                  Chicago, IL 60638                  Phone: (312) 360-1122                  Fax: (312) 360-0239                  Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a>                  Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b>                  650 West Lake Street                  Chicago, IL 60661                  Phone: (312) 666-9510                  Fax: (312) 666-5692                  Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a>                  Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b>                  855 W. Adams, Suite 100                  Chicago, IL 60607                  Phone: (312) 425-9500                  Fax: (312) 425-9510                  Email: <a href="mailto:oduque@ihccbusiness.net">oduque@ihccbusiness.net</a>                  Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b>                  3512 West Fullerton Avenue                  Chicago, IL 60647                  Phone: (773) 252-5211                  Fax: (773) 252-7065                  Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a>                  Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Organization of Minority Engineers</b>                  33 West Monroe Suite 1540                  Chicago, Illinois 60603                  Phone: (312) 425-9560                  Fax: (312) 425-9564                  Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a>                  Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>National Association of Women Business Owners</b>                  Chicago Chapter                  230 E. Ohio, Suite 400                  Chicago, IL 60611                  Phone: (312) 224-2605                  Fax: (312) 6448557                  Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a>                  Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>Rainbow/PUSH Coalition</b>                  International Trade Bureau                  930 E. 50<sup>th</sup> Street                  Chicago, IL 60615                  Phone: (773) 256-2781                  Fax: (773) 373-4104                  Email: <a href="mailto:bevans@rainbowpush.org">bevans@rainbowpush.org</a>                  Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b>                  Black United Funds Bldg.                  1750 E. 71<sup>st</sup> Street                  Chicago, IL 60649-2000                  Phone: (773) 955- 9508                  Email: <a href="mailto:sshorechamber@sbcglobal.net">sshorechamber@sbcglobal.net</a>                  Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b>                  1250 Grove Ave. Suite 200                  Barrington, IL 60010                  Phone: (847) 852-5010                  Fax: (847) 382-1787                  Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a>                  Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b>                  Chicago Caucus                  308 Circle Avenue                  Forest Park, IL 60130                  Phone: (708) 366-1250                  Fax: (708) 366-5418                  Email: <a href="mailto:mkm@mkmervices.com">mkm@mkmervices.com</a>                  Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b>                  8 South Michigan Ave., Suite 400                  Chicago, IL 60603                  Phone: (312) 853-3477                  Fax: (312) 853-0145                  Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>                  Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals**

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

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:** {Specification Number}

**Project Description:** {PROJECT DESCRIPTION}

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

Dear \_\_\_\_\_:

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

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

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Our efforts to identify potential subconsultants 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 subconsultant 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

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Name of Company Representative at Address/Phone

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

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

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

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

Sincerely,

**Schedule B – Affidavit of Joint Venture**

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

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

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

I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_

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

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

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

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.  
A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_  
B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):  
1. Profit and loss sharing: \_\_\_\_\_  
2. Capital contributions:  
(a) Dollar amounts of initial contribution: \_\_\_\_\_

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

- \_\_\_\_\_
- (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):
- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_

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

- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- G. Management of contract performance. (Identify by name and firm only):
1. Supervision of field operations: \_\_\_\_\_
  2. Major purchases: \_\_\_\_\_
  3. Estimating: \_\_\_\_\_
  4. Engineering: \_\_\_\_\_
- VIII. Financial Controls of joint venture:
- A. Which firm and/or individual will be responsible for keeping the books of account?  
\_\_\_\_\_  
\_\_\_\_\_
- B. Identify the managing partner, if any, and describe the means and measure of their compensation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

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

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

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.

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**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	Name of Non-MBE/WBE Partner Firm
	Firm
_____	_____
Signature of Affiant	Signature of Affiant
_____	_____
Name and Title of Affiant	Name and Title of Affiant
_____	_____
Date	Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

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

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

\_\_\_\_\_  
 Signature of Notary Public

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

(SEAL)

**Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subconsultant, Supplier and/or Consultant**



**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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



**Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan**



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

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

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

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

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

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

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

**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 (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

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

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

1. WBE Direct Participation

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

2. WBE Indirect Participation

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

**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: \_\_\_\_\_

**ARTICLE 7. INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

Department of Innovation and Technology

Various Scope Categories 1-8

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

**7.1. INSURANCE TO BE PROVIDED**

**7.1.1. Workers Compensation and Employers Liability**

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

**7.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

Subconsultants performing work or services for the Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

**7.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

**7.1.4. Professional Liability**

When any consultants including auditors, accountants, actuaries, tax professionals and any other professionals perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

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

**Valuable Papers**

When any media, data, records, reports, including audits, studies, files, 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.

**Property**

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

## **7.2. ADDITIONAL REQUIREMENTS**

Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Consultant under this Agreement.

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

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

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

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

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





## **EXHIBITS**

**Exhibits follow this page. Remainder of page intentionally blank.**

**EXHIBIT 1: SCOPE OF WORK**

Attach here.

**EXHIBIT 2: COMPENSATION**

Attach here.

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ (Number and Street)  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (ZIP)

Specification #: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project #: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Consultants <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Consultants Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: ΔThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.Ⓜ
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Procurement Department 121 N. LaSalle St., #806 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

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

#### **EXHIBIT 4: 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. Consultant must not use or further disclose Protected Health Information ("PHI") other than as permitted or required by this Contract or as Required by Law. (<http://www.hhs.gov/ocr/hipaa/>)
2. Consultant must use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for in this Contract.
3. Consultant must mitigate to the extent practicable any harmful effect that is known to Consultant of a use or disclosure of PHI by Consultant in violation of the requirements of this Contract.
4. Consultant must report any use or disclosure of the PHI not provided for by this Contract to the City.
5. Consultant must ensure that any agent, including a subconsultant, to whom it provides PHI received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply through this Contract to Consultant with respect to such information.
6. If the Consultant has PHI in a Designated Record Set then Consultant 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 Consultant has PHI in a Designated Record Set then Consultant 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. Consultant must make internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by Consultant 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. Consultant 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. Consultant 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. Consultant must either return all PHI to the City or destroy it, at the City's option, upon termination or expiration of this Contract.
12. Consultant 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. Consultant must ensure that any agent, including a subconsultant, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it.
14. Consultant must report to the City any security incident of which it becomes aware.

## EXHIBIT 5: 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, Consultant agrees to comply with the Policy, and agrees to inform and obtain the agreement to comply with this Policy from subconsultants of any tier, including, without limitation, entities that store Protected Information, or host applications that process Protected Information. For purposes of this Article, "Consultant" includes any subconsultant, 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 Consultant or encountered by Consultant in the performance of the services to the City, including, without limitation, all data sent to Consultant by City and/or stored by Consultant 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

Consultant agrees to the following:

#### A. General

Notwithstanding any other obligation of Consultant under this Contract, Consultant 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 Consultant in writing to do so.

#### B. Access to Data

In addition to the records to be stored / maintained by Consultant, all records that are possessed by Consultant 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 Consultant receives a request from the City to produce records, the Consultant shall do so within 72 hours of the notice.

#### C. Minimum Standard for Data at Rest and Data in Motion

Consultant 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, Consultant 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**

Consultant 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](http://www.cityofchicago.org/city/en/depts/doit/supp_info/initiatives_-_informationsecurity.html) ("City Program"). Consultant 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 subconsultants of Consultant, if any, comply with all of the foregoing.

**F. Undertaking by Consultant**

Without limiting Consultant's obligation of confidentiality as further described herein, in no case shall the safeguards of Consultant'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 Consultant'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 Consultant's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Consultant 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 Consultant's information security program.

**H. Audit by Consultant**

No less than annually, Consultant 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 Consultant's sole expense.

**I. Audit Findings**

Consultant 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 Consultant agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Consultant must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Consultant as part of its service. Similarly, upon City's request, Consultant must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Consultant 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, Consultant 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**

Consultant 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 Consultant's custody.

**M. Limitation of Access**

Consultant will not knowingly permit any Consultant 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. Consultant 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. Consultant shall assure that all contracts with subconsultants impose these obligations on the subconsultants and shall monitor the subconsultants' compliance with such obligations.

**N. Data Re-Use**

Consultant 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 Consultant. As required by Federal law, Consultant further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Consultants 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**

Consultant will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Consultant's employees, agents or subconsultants. Consultant 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 Consultant is compelled by law or regulation to disclose any Protected Information, the Consultant 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 Consultant must comply with the request, the Consultant will furnish only that portion of the Protected Information that it is legally required to furnish, and the Consultant shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.

**Q. Data Breach**

Consultant 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 Consultant's contract with the City, specifically the Business Associate Agreement in such contract. Consultant 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. Consultant will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Consultant.



**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 Consultant 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 Consultant 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 6: CITY OF CHICAGO CONFIDENTIALITY AND ACCEPTABLE USE POLICY**

**EXHIBIT 7: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS)**

Economic Disclosure Statement and Affidavit submittals follow this page. Remainder of page is intentionally blank.